

Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000

FAX (972) 450-7043

# **AGENDA**

# REGULAR MEETING OF THE CITY COUNCIL

**OCTOBER 14, 2003** 

7:30 P.M.

# COUNCIL CHAMBERS

5300 BELT LINE ROAD

# **REGULAR SESSION**

Item #R1 - Consideration of Old Business

<u>Item #R2</u> – Consent Agenda

CONSENT AGENDA		
<u> </u>	Approval of the Minutes for the September 23, 2003 Council Meeting	

<u>PUBLIC HEARING</u> and consideration of an Ordinance approving a Special Use Permit for a convenience store in a Planned Development District (001-002), located at 4980 Belt Line Road, Suite 100, on application from 7-Eleven Corporation, represented by Mr. Mostafa Setayesh of the Dimension Group.

# Attachments:

- 1. Docket Map
- Staff Report
- 3. Memorandum from Lynn Chandler
- 4. Plans

# The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on September 25, 2003, voted to recommend approval of the request for a Special Use Permit for a convenience store on application from 7-Eleven, subject to the following conditions:

- The applicant shall meet all requirements of the building code, particularly with respect to the dead-end corridor leading south out of the space, and the non-conforming stairways on the north and south sides of the building. Also, due to additional occupant loading for The Improv, an additional stair shall be added out of the Improv space.
- Fire sprinklers shall be installed throughout the entire building prior to the issuance of a Certificate of Occupancy for the 7-Eleven.
- The applicant shall meet all the requirements of the Food Service Code.
- 4. The valet stand shall be moved from the north (front) side of the building to a different location.

Voting Aye:

Benjet, Bernstein, Braun

Voting Nay:

Jandura

Absent: Abstaining: Doepfner Herrick

# Administrative Recommendation:

Administration recommends denial.

PUBLIC HEARING and consideration of an Ordinance approving an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 5100 Belt Line Road, Suite 796 (formerly Tin Star) in the Village on the Parkway on application from Café Miso, represented by Ms. Maria Park.

### Attachments:

- Docket Map
- Staff Report
- 3. Plans

# The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on September 25, 2003, voted to recommend approval of an amendment to an existing Special Use Permit for a restaurant, and an amendment to an existing Special Use Permit for the sale of alcohol for on-premises consumption, on application from Café Miso, subject to no conditions.

Voting Aye: Benjet, Bernstein, Braun, Herrick, Jandura

Voting Nay: None Absent: Doepfner

# Administrative Recommendation:

Administration recommends approval.

<u>Item #R5</u> – Presentation of the 2003 Addison Citizen Survey.

# Attachment:

- 1. Council Agenda Item Overview
- 2. Addison Citizen Survey
- PUBLIC HEARING and FIRST READING of an Ordinance granting a gas utility franchise to TXU Gas Company to construct, maintain and operate pipelines and equipment in the Town for the transporting, delivery, sale and distribution of natural gas in, out of, and through the Town, and providing for the payment of a fee by TXU Gas Company for the use of public rights-of-ways and for other terms and conditions in connection with the provision of natural gas.

# Attachments:

- Council Agenda Item Overview
- 2. Memorandum from Clarence A. West
- 3. Ordinance

# Item #R7 – Consideration of a Resolution authorizing the City Manager to enter into an agreement in the amount of \$16,500.00 with Crescent Spectrum Centre, L.P. for installation and operation of infrastructure equipment to support the Public Safety Radio Simulcast system.

# Attachments:

- Council Agenda Item Overview
- 2. Agreement

# Administrative Recommendation:

Administration recommends approval.

<u>Item #R8</u> – Consideration of a Resolution authorizing the City Manager to enter into an agreement with Xelerate Group to provide marketing, events and sponsorship services October 1, 2003-September 30, 2004 for the Town of Addison.

# Attachments:

- Council Agenda Item Overview
- 2. Sponsorship Review
- 3. Agreement

# Administrative Recommendation:

Administration recommends approval.

# Adjourn Meeting

Posted 5:00 p.m. October 10, 2003 Carmen Moran City Secretary

THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST 48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.

# OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

September 23, 2003 7:30 p.m. - Council Chambers 5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Chow, Mallory, Niemann, Silver, Turner

Absent: Hirsch

Item #R1 – Consideration of Old Business

The following employees were introduced to the Council: Carolyn Sedwick (City Manager) and Chad Gruver (Fire).

Ron Whitehead, City Manager, reported the record attendance of 50,000 at Addison Oktoberfest 2003.

<u>Item #R2</u> – Consent Agenda

<u>Item #2a</u> – Approval of the Minutes for the September 9, 2003 Council meeting.

<u>Item #2b</u> – Consideration of approval of construction and authorization of final payment in the amount of \$14,583.47 to Texas Electric Utility Construction, Inc. for the Wright Brothers Drive and Wiley Post Road waterline replacement.

Councilmember Turner moved to duly approve the above items. Councilmember Mallory seconded. The motion carried.

Voting Aye: Wheeler, Chow, Mallory, Niemann, Silver, Turner

Voting Nay: None Absent: Hirsch

Councilmember Hirsch arrived at the Council meeting.

<u>Item #R3</u> – Consideration of an Ordinance approving a meritorious exception to Chapter 62, Signs, Section 62-163, Area, on application from Two Rows Restaurant and Brewery, located at 17225 Dallas Parkway, represented by Gene Waldrum, AlphaSign Center.

Councilmember Mallory moved to duly pass Ordinance No. 003-029 approving a meritorious exception to Chapter 62, Signs, Section 62-163, Area, on application from Two Rows Restaurant and Brewery, located at 17225 Dallas Parkway. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None Absent: None

<u>Item #R4</u> – Consideration of approval of a contract with the law offices of Robert L. McCallum for legal services associated with the collection of delinquent taxes.

Councilmember Turner moved to duly approve a contract with the law offices of Robert L. McCallum for legal services associated with the collection of delinquent taxes. Councilmember Silver seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None Absent: None

<u>Item #R5</u> – Consideration of an Ordinance of the Town of Addison, Texas amending the annual budget, as amended for the fiscal year ending September 30, 2003; providing for a repeal clause and declaring an emergency.

Councilmember Silver moved to pass Ordinance No. 003-030 amending the annual budget, as amended for the fiscal year ending September 30, 2003; providing for a repeal clause and declaring an emergency. Councilmember Niemann seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None Absent: None

<u>Item #R6</u> – **PUBLIC HEARING** and discussion of the Town of Addison, Texas annual budget for the fiscal year ending September 30, 2004.

Mayor Wheeler opened the meeting as a public hearing. There were no questions or comments. Mayor Wheeler closed the meeting as a public hearing.

<u>Item #R7</u> – Consideration of an Ordinance of the Town of Addison, Texas approving and adopting the annual budget for the fiscal year beginning October 1, 2003 and ending September 30, 2004; providing that said expenditures for said fiscal year shall be made in accordance with said budget; providing for a repeal clause and declaring an emergency.

Councilmember Niemann moved to duly pass Ordinance No. 003-031 approving and adopting the annual budget for the fiscal year beginning October 1, 2003 and ending September 30, 2004; providing that said expenditures for said fiscal year shall be made in accordance with said budget; providing for a repeal clause and declaring an emergency. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None Absent: None

<u>Item #R8</u> – Consideration of an Ordinance of the Town of Addison, Texas fixing and adopting the tax rate of \$.4228 on all taxable property for the year 2003; and declaring an emergency.

Councilmember Mallory moved to duly pass Ordinance No. 003-032 fixing and adopting the tax rate of \$.4228 on all taxable property for the year 2003; and declaring an emergency. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None Absent: None

<u>Item #R9</u> – Presentation and discussion of the new Water Utility Rate Communication Plan.

No action was taken.

<u>Item #R10</u> – Consideration of an Ordinance amending Chapter 82 of the Town of Addison Code of Ordinances by amending sewage rates and water rates for all customer classifications.

Councilmember Silver moved to duly pass Ordinance No. 003-033 amending Chapter 82 of the Town of Addison Code of Ordinances by amending sewage rates and water rates for all customer classifications. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None Absent: None

<u>Item #R11</u> – Consideration of an Ordinance amending the Town of Addison Code of Ordinances, Chapter 66 (Solid Waste), Article II (Collection and Disposal), Division 2 (Service Charge) by amending Section 66-52 (Single Dwelling Units) regarding the mandatory monthly fee for garbage collection, hauling and disposal from residences.

Councilmember Mallory moved to duly pass Ordinance No. 003-034 amending the Town of Addison Code Ordinances, Chapter 66 (Solid Waste), Article II (Collection and Disposal), Division 2 (Service Charge) by amending Section 66-52 (Single Dwelling Units) regarding the mandatory monthly fee for garbage collection, hauling and disposal from residences. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None Absent: None

<u>Item #R12</u> – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$69,225.67 with Tru Green LandCare for landscape and irrigation maintenance in Addison Circle and Addison Circle Park.

Councilmember Chow moved to duly pass Resolution No. R03-091 authorizing the City Manager to enter into a contract in the amount of \$69,225.67 with Tru Green LandCare for landscape and irrigation maintenance in Addison Circle and Addison Circle Park, subject to a definitive scope of work, definitive authorized expenditure and review and approval of the City Attorney. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None Absent: None

<u>Item #R13</u> – Consideration of a Resolution authorizing the City Manager to enter into a contract in an amount not to exceed \$1,300,000.00 with Houston-Galveston Area Council for the purchase of two fire vehicles.

Councilmember Mallory moved to duly pass Resolution No. R03-092 authorizing the City Manager to enter into a contract in an amount not to exceed \$1,300,000.00 with Houston-Galveston Area Council for the purchase of two fire vehicles. Councilmember Turner seconded. The motion failed.

Voting Aye: None

Voting Nay: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Absent: None

Councilmember Niemann moved to duly pass Resolution No. R03-092 authorizing the City Manager to enter into a contract in an amount not to exceed \$1,300,000.00 with Houston-Galveston Area Council for the purchase of two fire vehicles, subject to the Resolution indicating the correct identification of the specified vehicles. Councilmember Silver seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None Absent: None

<u>Item #R14</u> – Consideration of a Resolution authorizing the City Manager to accept the Part 150 Noise Study and Master Plan Update, including certification of the Noise Exposure Map Document (NEM) and the Noise Compatibility Program Document.

Councilmember Niemann moved to duly pass Resolution No. R03-093 authorizing the City Manager to accept the Part 150 Noise Study and Master Plan Update, including certification of the Noise Exposure Map Document (NEM) and the Noise Compatibility Program Document, subject to modification of Exhibit 6a to break out the cost of the acquisition and the construction of the hangars. Councilmember Silver seconded. The motion carried.

Vic Sahm asked if he could speak on this item. Mayor Wheeler opened the meeting as a courtesy public hearing. Mr. Sahm asked for clarification on the effect, if any, this would have in regards to his property. Mark Acevedo, Director of Facilities and Fleet Services and Jim Harris of Coffman Associates were able to address Mr. Sahm concerns. There were no other questions or comments. Mayor Wheeler closed the courtesy public hearing.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None Absent: None

<u>Item #R15</u> – Consideration of a Resolution approving the purchase of an easement for permanent right-of-way purposes in a 0.068 acre tract of land generally located at 15107 Addison Road (Café Capri), and approving an easement agreement in connection with such purchase; and providing an effective date.

Councilmember Turner moved to duly pass Resolution No. R03-094 approving the purchase of an easement for permanent right-of-way purposes in a 0.068 acre tract of land generally located at 15107 Addison Road (Café Capri), and approving an easement agreement in connection with such purchase; and providing an effective date. Councilmember Mallory seconded. The motion carried.

Voting Aye: Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner

Voting Nay: None Absent: None

<u>Item #R16</u> – Consideration of a Resolution authorizing the City Manager or the City Manager's designee to execute an electric supply agreement pursuant to the contract to be signed by Cities Aggregation Power Project, Inc. (CAPP) for deliveries of electricity effective January 1, 2004; authorizing eligible designees to include the chairman of CAPP; providing an effective date.

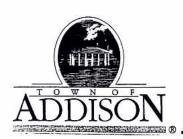
Councilmember Silver moved to duly pass Resolution No. R03-095 authorizing the City Manager or the City Manager's designee to execute an electric supply agreement pursuant to the contract to be signed by Cities Aggregation Power Project, Inc. (CAPP) for deliveries of electricity effective January 1, 2004; authorizing eligible designees to include the chairman of CAPP; providing an effective date, subject to the clause to state that the Chairman of CAPP is authorized to sign only to the extent that the price is lower than the price to beat. Councilmember Mallory seconded. The motion carried.

Voting Aye: Voting Nay: Absent:	Wheeler, Chow, Hirsch, Mallory, Niemann, Silver, Turner None None
There being	no further business before the Council, the meeting was adjourned.
	Mayor
Attest:	
City Secreta	ry

# 1434-SUP

<u>Case 1434-SUP/7-Eleven, Inc.</u> Requesting approval of a Special Use Permit for a convenience store in a Planned Development District (001-002), located at 4980 Belt Line Road, Suite 100, on application from The Dimension Group, represented by Mr. Mostafa Setayesh.







50 YEARS OF FUN!

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Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000

FAX (972) 450-7043

# September 18, 2003

#### AMENDED STAFF REPORT

RE:

Case 1434-SUP/7-Eleven, Inc.

LOCATION:

4980 Belt Line Road, Suite 100

REQUEST:

Approval of a Special Use Permit

for a convenience store

APPLICANT:

7-Eleven, Inc., represented by Mr. Mostafa Setayesh of The Dimension

Group

# DISCUSSION:

<u>Background</u>. The Planning and Zoning Commission reviewed this request on July 24, 2003. The Commission did not recommend approval of the request to the Council. A recommendation for denial by the Planning and Zoning Commission must be overridden by a 3/4ths vote of the Council. 7-Eleven decided not to carry the request forward to the Council. It has re-filed the same plan, with some minor modifications, and would like to return to the P&Z in hopes of getting a recommendation for approval.

<u>Changes in plan</u>. The first plan did not indicate a door on the west side of the space. The staff observed that a door on the west side might help the demand for parking spaces in front of the store. A door on the west side has been added. In addition, a plumbing plan has been submitted that indicates a grease trap will be installed. The elevations and site plan did not change.

<u>Proposed Plan.</u> The plans show a 7-Eleven convenience store on the northwest corner of the easternmost, two-story building on the site. A portion of the space was formerly occupied by a GAP retail-clothing store. The space is directly beneath Pete's Dueling Pianos. The Improv Comedy Club is also on the second floor of this building. The floor plan shows the store to be 3,000 square feet. The plans show a typical 7-Eleven layout with the entrance doors on the north, and now the west side of the space.

<u>Facades</u>. 7-Eleven is not proposing any structural changes to the existing storefront. However, it is proposing to apply a KUX translucent vinyl film to the inside of the storefront glass. The 7-Eleven logo and trademark-color stripes will go across the top edge of the translucent film.

<u>Landscaping</u>. The site has existing landscaping, which has recently been renovated. The staff has reviewed the site and finds that the landscaping is in good condition and is being maintained.

<u>Building Code</u>. Since the initial hearing of this request, the staff has been made aware of an occupancy hazard in this building. As a letter from Mr. John M. Morgan, Jr. (attached) illustrates, the Improv Comedy Club and Pete's Dueling Pianos often reach their occupancy limit. While guests to Pete's Dueling Pianos come and go, The Improv frequently has people lined up in the corridor waiting for the second show. One of our building inspectors visited The Improv during the past month and noted a similar crowding situation. The staff has visited with The Improv about the queuing of people in the corridors, and has advised them of the hazard. Although the Building Code does not require the building be fitted with fire sprinklers, the staff recommends sprinklers be installed. Lynn Chandler discusses the recommendation in his memo (attached).

Mr. Chandler also lists items (#1-3) that were not addressed through the revised plans. Mr. Chandler notes that the secondary exit from the 7-Eleven opens into a corridor that extends to the south end of the building. The corridor appears to have only one exit, and therefore cannot exceed twenty feet in length. The corridor is also required to be a one-hour rated corridor. In addition, the stairs on the north and south sides of the building that lead up to Pete's and The Improv do not meet the building code. Due to the additional occupant loading for The Improv, Mr. Chandler also recommends an additional stairway be provided out of that space.

<u>Food Service Code</u>. The facility will be required to obtain a food service license, and will be required to install a grease trap, which has been reflected on the revised plans.

<u>Signs</u>. The applicant shows a 7-Eleven sign on the north façade of the building. The applicant should be aware that all signs are permitted under the Addison Sign Ordinance and cannot be approved through this process.

<u>Traffic access</u>. Convenience stores require a special use permit because they are unique retailers that generate a greater amount of traffic than other types of retail. The staff always examines the traffic circulation and availability of parking when considering a SUP for a convenience store. In looking at this site, the staff finds that this shopping center has access from Quorum Drive, Landmark, and Belt Line Road. All three streets have protected left turns into the site, which is desirable. The access to the site seems to be adequate.

<u>Parking</u>. Staff also considers the availability of parking spaces when looking at a convenience store. While the parking ratio is 1/200, which is the same ratio the GAP was under, the cars in the parking spaces for a convenience store "turn" much more frequently than the cars for a regular retailer. In addition, as the name for this use indicates (convenience store), the parking spaces should be convenient and close to the door of the facility.

While this proposed 7-Eleven can provide the parking at the code-required rate of one space per 200 square feet, the site has some unique parking challenges. Pete's Dueling Pianos and The Improv both have their front entrance immediately adjacent to the front doors proposed for 7-Eleven. Customers begin arriving at both Pete's and the Improv around 6:30 p.m. They immediately fill up the spaces in front of the building, the same spaces that 7-Eleven is proposing to use. After the spaces in front of the building are filled up, the other spaces around this building begin to fill, and eventually the rest of the parking lot is filled. Pete's and the Improv are different from regular restaurants in that customers to these facilities tend to stay on site longer. Pete's and The Improv typically run two shows per night, which last about two hours each. In addition, a valet service for Pete's operates directly in front of the proposed 7-Eleven space, and cars are queued up waiting for the valet service most of the evening. The spaces in front of this store are not available for this use from 6:30 p.m. until after 2:00 a.m. The staff does not believe there is sufficient pedestrian traffic in this area to make up for the loss of vehicular traffic.

Staff has a concern that the convenient spaces that a "convenience store" needs to survive are not available at this location. The applicant has offered to put an additional door on the west side of the space, but staff does not believe this solves the problem. The applicant has also offered to put signs in front of the spaces that designate the spaces in front of the store as for use by 7-Eleven customers only, with a threat that other cars will be towed. These "threat signs" are not enforced by the city and can only be enforced by the tenants. These small "threat signs" in a center are evidence of a parking problem.

The staff believes that nobody wins a parking fight. Customers who are confronted by tenants trying to police their spaces are irritated at both the tenant that confronted them and the tenant they came to patronize – both tenants lose a customer. Convenience stores have parking needs that are beyond those of other retailers because they have a high volume of traffic and customers are not willing to walk long distances. Staff does not want to set this store up to fail by allowing it to go in a location where there is not available parking.

Cities have parking ratios to protect tenants, adjacent property owners, and customers from over-crowding. Parking ratios and SUP requirements assure that businesses that locate in a multi-tenant center have the spaces they need to operate their businesses

successfully. Staff does not believe that this site, because of its unique tenant mix, provides the parking availability that a convenience store needs to be successful. Staff recommends denial of this request.

Should the Commission decide to recommend approval of the request, the staff recommends the following conditions:

-the applicant shall meet all requirements of the building code, particularly with respect to the dead-end corridor leading south out of the space, and the non-conforming stairways on the north and south sides of the building. Also, due to additional occupant loading for The Improv, an additional stair shall be added out of the Improv space.

-fire sprinklers shall be installed throughout the entire building prior to the issuance of a Certificate of Occupancy for the 7-Eleven.

-the applicant shall meet all the requirements of the Food Service Code.

Respectfully submitted,

Carmen Moran

**Director of Development Services** 

#### COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on September 25, 2003, voted to recommend approval of the request for a Special Use Permit for a convenience store on application from 7-Eleven, subject to the following conditions:

-the applicant shall meet all requirements of the building code, particularly with respect to the dead-end corridor leading south out of the space, and the non-conforming stairways on the north and south sides of the building. Also, due to additional occupant loading for The Improv, an additional stair shall be added out of the Improv space.

-fire sprinklers shall be installed throughout the entire building prior to the issuance of a Certificate of Occupancy for the 7-Eleven.

-the applicant shall meet all the requirements of the Food Service Code.

-the valet stand shall be moved from the north (front) side of the building to a different location

Voting Aye: Benjet, Bernstein, Braun

Voting Nay: Jandura Absent: Doepfner Abstaining: Herrick Commend.

from the desk of JOHN M. MORGAN, JR.

Mayor Scott Wheeler City of Addison

Dea Mr. Mayor:

RECEIVED

AUG 2 8 2003

MAYOR/CITY COUNCIL

attention a fine hazard. I was signed at the Improve last Jaturday of wight, and as we left those wene! several hundred people exiting down two narrow stein cases. That Alove would make getting out very slow - but several hundred more were trying to Set in for the second show, and they were on the stein ways coming

This is a disaster writing to unit ing to unit would want to I thought you would want to I wow.

up , and in the hallway at the

214-616-3/38

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: September 10, 2003

Subject: Case 1434-SUP/7-Eleven, Inc

I have reviewed the preliminary plans for a second time and have additional comments and changes to my initial review dated July 2, 2003. Additional issues have arisen at this site since I made those initial comments. I have been working with Dunhill Properties to get an exit issue resolved on the second floor. They are in the process of correcting the winder type stairs. This was one option I gave them to correct the exiting issue on the second floor or they could have added an additional exit out of Improv. However it has come to my attention that there is overloading of the second floor by using the entire corridor and stairways for a waiting area. The complete saturation of these areas was never accounted for when I opted to only require them to correct the existing stairs. Therefore I am modifying my original comments as follows:

- The secondary exit from 7-11 opens into a corridor that extends to the south end
  of the building. This corridor appears to have only one exit. Therefore it
  constitutes a dead end corridor and can't exceed twenty foot in length. The
  corridor will have to be extended either to the east or west to the exterior of the
  building to comply with the code.
- 2. The corridor in 1.above is required to be a one- hour rated corridor. All openings into the corridor shall be rated as required by Chapter 10 of the 2000 IBC. These requirements do not apply to buildings that are sprinkled.
- As stated in the first paragraph Dunhill is in the process of bringing the winder type stairs into compliance with the code. But due to the additional loading an additional stair from the second floor is needed.
- 4. I also recommend that a fire sprinkler system be installed throughout this building as part of the approval of this SUP. This would resolve several issues. First it would allow the existing stairs and the additional one needed in 3 above to be calculated at a higher occupancy rate. Second it would address an issue that has arisen throughout the country concerning densely occupied occupancies such as

night clubs where the occupants are distracted by the entertainment or loud music. Sprinklers act immediately to abate the fire thereby allowing the occupants more time to exit. The first floor, stairways and second floor corridor could be sprinkled during construction of the 7-11. If possible the two existing spaces on the second floor could be done at the same time. However, a time frame approved by Gordon Robbins and myself, could be established to install the sprinklers into these spaces.

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: October 8, 2003

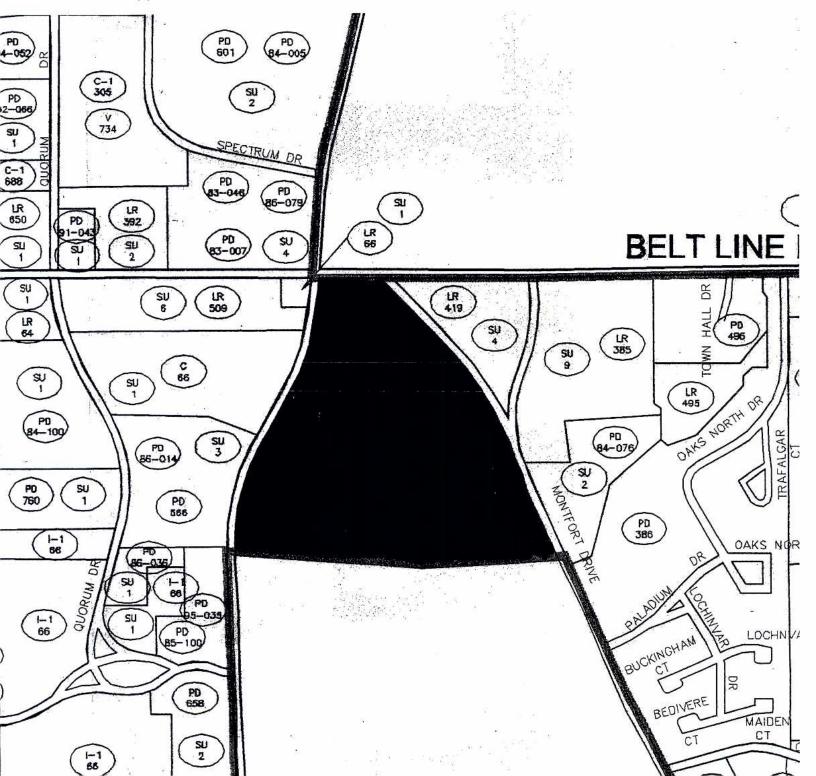
Subject: Dunhill Property Located at 4980 Belt Line Road

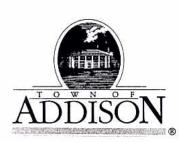
On June 5, 2003 I sent a letter to Larry Vineyard, Vice President of Dunhill Properties, informing him that the winder type stairs at this location did not meet the requirements of the 1979 Uniform Building Code it was constructed under and corrections were needed. I asked him to contact me to discuss options for the corrections. The options were to modify the winder type stair or add a stair out of Improv. Dunhill Properties opted to modify the winder type stairs.

In lieu of modifying the existing winder type stairs or adding an additional exit out of the Improv at this location, the owner may install an approved fire sprinkler throughout the building. I have spoken with Gordon Robbins concerning this alternative and he is in agreement with it. In addition the prohibition of cuing up on the stairs and using the entire second floor corridor as a waiting area would have to continue.

# 1438-SUP

<u>Case 1428-SUP/Cafe Miso</u>. Requesting approval of an amendment to an existing Special Use Permit for a restaurant and an existing Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 5100 Belt Line Road, Suite 796 (formerly Tin Star) in the Village on the Parkway, on application from Ms. Maria Park







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Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000

FAX (972) 450-7043

September 19, 2003

STAFF REPORT

RE:

Case 1438-SUP/Café Miso

LOCATION:

5100 Belt Line Road, Suite 796

Village on the Parkway Shopping Center

REQUEST:

Approval of an amendment to an

existing Special Use Permit

for a restaurant, and an existing Special

Use Permit for the sale of alcoholic

beverages for on-premises

consumption only

APPLICANT:

Ms. Maria Park

#### DISCUSSION:

<u>Background</u>. This lease space is located in the Village on the Parkway Shopping Center at the southeast corner of Belt Line Road and the Tollway. The Council approved a Tin Star Restaurant in February of 2002 through Ordinance 002-008. Tin Star opened in the space in May of 2002. In June of 2002, Tin Star amended its Special Use Permit to add two patios on the north and west sides of the space. However, the patios were never built. Tin Star closed in August of this year.

<u>Proposed Plan</u>. The current applicant plans to reopen the restaurant as Café Miso, a Japanese restaurant and sushi bar. The applicant is keeping most of the kitchen and dining area "as is", but is adding a sushi bar to the south side of the space and a bar for alcohol service against the west wall. Tin Star had an SUP for alcohol sales for on-premises consumption, but did not have a separate bar area. Café Miso is not proposing to add a separate bar area, just the bar itself.

<u>Patio</u>. The patio that was approved for Tin Star is still approved even though it was not built. This applicant does not plan to have a patio at this time, but one can be added later as long as it matches the plans approved through Ordinance 002-008.

Case 1438-SUP/Café Miso September 19, 2003

Facades. The applicant is not planning to make any changes to the existing facades.

<u>Landscaping</u>. The landscaping in this center was recently renovated. It complies with the landscaping ordinance and is being well maintained.

<u>Parking</u>. All uses in this center are parked at a mixed-use rate of one space per 250 square feet. There is sufficient parking for this restaurant use.

<u>Mechanical Equipment</u>. The applicant and property owner should be aware that any mechanical equipment placed on the roof of the building, or on the ground, must be screened from view.

<u>Signage</u>. The applicant has not shown any permanent signs on the façade. The applicant should be aware that signs cannot be approved through this process, and that all signs for the restaurant must comply with the requirements of the Addison Sign Ordinance.

### RECOMMENDATION:

Staff recommends approval of this request subject to no conditions.

Carmen Moran

Respectfully submitted,

Director of Development Services

Case 1438-SUP/Café Miso October 7, 2003

# COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on September 25, 2003, voted to recommend approval of the amendment to an existing Special Use Permit request for a restaurant, and an amendment to an existing SUP for the sale of alcohol for on-premises consumption, on application from Café Miso, subject to no conditions.

Voting Aye: Benjet, Bernstein, Braun, Herrick, Jandura

Voting Nay: None Absent: Doepfner

# Council Agenda Item: #R5

#### **SUMMARY:**

The University of North Texas (UNT) Survey Research Center administers a Citizen Survey biannually for the Town. This agenda item is a presentation by the Survey Research Center staff of the 2003 Citizen Survey.

#### FINANCIAL IMPACT:

Budgeted Amount: \$10,200

Cost: \$10,200

#### **BACKGROUND:**

Every two years, the Town conducts a Citizen Survey to identify the extent of municipal facility use, citizen perceptions regarding various aspects of Town performance, and the degree of citizen satisfaction or dissatisfaction with Town's services and life in Addison. This is the eighth survey conducted for the Town by UNT and the report contains trend data for previous reports.

The survey was conducted in August of this year by the Survey Research Center of UNT. A copy is attached. Contents consist of an Executive Summary, data and charts on citizen responses, and Conclusions by UNT Survey Research Center staff.

"Overall, findings from the 2003 Addison citizen survey show that residents have very favorable ratings of Addison as a place to live and appear to be quite supportive of the town and the direction being pursued by the council and staff." (Excerpt from the Executive Summary, page vii)

#### **RECOMMENDATION:**

This agenda item is a presentation only and requires no action by Council.

# **2003 CITIZEN SURVEY**

Prepared for: Town of Addison

By:

D'Arlene Ver Duin Paul Ruggiere James Glass Survey Research Center University of North Texas

September 15, 2003

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During the month of August, 2003, a citizen survey was administered by the Survey Research Center (SRC) of the University of North Texas for the Town of Addison. The survey is the seventh multi-service citizen survey conducted for the town. The information identifies the extent of municipal facility use, citizen perceptions regarding various aspects of town performance, and the degree of citizen satisfaction, or dissatisfaction, with town services and life in Addison. A sample of 200 homeowners and 200 renters was drawn to measure these objectives.

The results of the 2003 Addison Citizen Survey once again indicate a high overall level of general citizen satisfaction with municipal services. There is not one municipal service, town activity, or current issue that appears to emerge as a serious problem or concern. Also noteworthy are the very small percentages found at the lower end of the various rating scales used. Furthermore, when asked to rate the need for improvement regarding 11 city services, less than 6 percent of the respondents stated that any service needed "much improvement."

Addison citizens have positive perceptions of town services and administration. Ratings of town management in particular remain at a high level. For the fourth survey year in a row, "excellent" ratings of town management (53.7 percent) were higher than "good" ratings (42.5 percent) for a combined excellent/good rating of 96.2 percent. Nearly 100 percent rated Addison as an excellent (79.3 percent) or good (19.0 percent) place to live.

Several services appear to have shown increased usage or awareness in this year's survey. For example, 95.7 percent of the respondents reported that the condition of the road surfaces were excellent or good compared to 92.0 percent in 2001. Library usage in 2003 (39.1 percent used the library at least every several months) appears to have increased since 2001 (32.4 percent). A larger percentage of the respondents rated the WaterTower Theatre as excellent in 2003 (61.0 percent) than in 2001 (54.4 percent). The "excellent" ratings for the recreation equipment have increased to 74.3 percent in 2003 from 43.0 percent in 2001. The "excellent" ratings (57.9 percent in 2003) have also increased since 2001 (47.7 percent) for the recreation programs. However, it appears that the respondents who are using the tennis facilities at the Addison Athletic Club are using them less frequently in 2003 (30.8 percent used them once a month or less) than in 2001 (70.0 percent).

The excellent ratings for sign regulation have increased in 2003 (52.4 percent) over 2001 (44.7 percent). Animal control also showed improvement in the "excellent" ratings (44.5 percent in 2003; 37.5 percent in 2001). Visitation of Addison's web site for residents and local businesses appears to have increased from 62.9 percent of the respondents in 2001 to 69.2 percent of the respondents in 2003. Forty-three percent of the respondents were aware of the Addison web site for entertainment, special events, hotels, and restaurants and two-thirds of those respondents reported visiting the web site. A large majority (over 88 percent) of the respondents who had visited the web sites found them to be informative and over 90 percent found them easy to use. The percentage of residents attending Oktoberfest also appeared to be higher in 2003 (65.5 percent) than in 2001 (58.1 percent).

Overall, findings from the 2003 Addison citizen survey show that residents have very favorable ratings of Addison as a place to live and appear to be quite supportive of the town and the direction being pursued by the council and staff.

In the summer of 2003, a citizen survey was designed and administered by the Survey Research Center (SRC) of the University of North Texas for the Town of Addison. The 2003 Addison Citizen Survey is the eighth multi-service citizen survey conducted for the town.

The survey was designed to provide the City Council and staff with information that is representative of attitudes of the citizens of Addison. The objectives of the survey were to:

- Identify the extent of municipal facility use;
- Measure various aspects of town performance including the degree of citizen satisfaction, or dissatisfaction, with town services;
- Assess the quality of life in Addison.

The analysis of the responses and differences among the respondents' replies should help to identify those areas where expectations are not being met or where dissatisfaction has been expressed either by the citizenry in general or by identifiable segments of the population. The report is divided into eight major sections: introduction, methodology, sample characteristics, services, town administration, citizen information, living in Addison, and conclusions.

# A. Sample

The primary objective in drawing the sample was to equally represent homeowners and apartment renters. Using a listing of up-to-date phone numbers through the sampling company *Genesys*, a sample of apartment renters and a sample of homeowners were drawn. Respondents were asked to name the type of housing unit in which they lived and how long they had lived in Addison. Respondents who lived in Addison less than 3 months were removed from the sample.

# **B.** Questionnaire

The survey instrument was designed after consultation with the town manager and several staff members. The instrument incorporated many of the questions used in previous surveys so that comparisons could be made between years. The survey instrument is presented in the Appendix.

#### C. Data Collection

All interviewing was conducted from SRC's telephone bank in Denton, Texas. An experienced telephone supervisor was on duty at all times to supervise the administration of the sample, monitor for quality control, and handle any other contingencies. Shifts of interviewers were utilized Sunday through Friday evenings and Monday through Saturday afternoons. All telephone numbers in the sample were tried a maximum of five times, using a rotating schedule of callbacks to ensure that a number was tried at different times.

Training consisted of three basic elements. First, interviewers were informed about details of the survey. Such items as the reasons for doing the survey, the concept of a random sample, and the administration of the survey were discussed. Second, telephone interviewing methods were presented. The interviewer's attitude, methods of conducting an interview, interviewing problems, and standard procedures were covered. Finally, the trainees were familiarized with the questionnaire. Each question was discussed, and the specific instructions on the questionnaire were explained. The interviewers were provided with written material on the interviewing process, and they were instructed to conduct several practice interviews.

SRC uses the Sawtooth Windows Computer Assisted Telephone Interviewing (WinCATI) system on IBM personal computers for all telephone surveys. WinCATI is an interactive computing system that allows on-line interviewing and continual data entry for each respondent. The survey questionnaire is programmed into the system; interviewers then read each question as it appears on a computer monitor and directly enter the respondent's answer into the computerized database. The software automatically takes the interviewer through any skip or branching patterns in the instrument, eliminates incorrect response codes, eliminates the need for separate data entry, and allows for frequent tabulation of data as the survey proceeds.

The need for editing of surveys as they are completed is minimized by the use of WinCATI. The software eliminates response codes that are not in the appropriate field for individual questions. Despite the reduced probability for error, printouts of survey responses were reviewed to ensure that additional editing was not necessary.

Interviews were collected between August 12 and August 21, 2003. A total of 400 useable interviews was obtained. In a purely random sample, 400 interviews would yield a margin of error of +4.9 percent.

### D. Analysis and Reporting

Using the latest state-of-the-art statistical software (SPSS Windows 11.0), the raw data file was analyzed. The data are presented in tabular form with some descriptive comments and only preliminary interpretation and evaluation. The objectives are to secure overall citizen perceptions and to identify particular concerns for detailed evaluation by town officials. The analysis of the data involved two steps. First, the observed frequencies or percentages for each question were calculated. These frequencies are displayed in the report as the percent responding "yes" or "no" or "excellent," "good," "fair," or "poor" to a question. Upon completion of the first step, each question was then crosstabulated with the following nine descriptive characteristics:

- Owner-renter status
- Length of residence
- Type of housing
- Age
- Gender
- Employment status
- Education
- Annual income
- Families with children

The nine characteristics comprise a set of independent variables that could help to explain variations among the responses of the residents. Several of the characteristics proved useful in selected instances.

Table 1
Sample Characteristics

	Percentage
	Responding
Home ownership	
Own (n=200)	50.0
Rent (n=200)	50.0
Age	
18 to 25 (n=31)	7.9
26 to 35 (n=77)	19.5
36 to 45 (n=71)	18.0
46 to 60 (n=112)	28.4
61 to 70 (n=62)	15.7
71 and over (n=41)	10.4
Gender	
Female (n=203)	50.8
Male (n=197)	49.3
Length of residence	
3 to 12 months (n=36)	9.0
1 to 5 years (n=199)	49.9
6 to 10 years (n=91)	22.8
More than 10 years (n=73)	18.3
Education	
Grade 8 or less (n=3)	0.8
Grades 9-11, Some high school (n=5)	1.3
High school graduate (n=37)	9.3
Some college (n=101)	25.5
College graduate (n=152)	38.4
Graduate school/degree (n=98)	24.7

- As shown in Table 2A, the sample was divided between respondents who own their home (50.0 percent) and those that rent their home (50.0 percent). Fifty percent of the sample had lived in Addison for 1 to 5 years. Forty-one percent had made Addison their home for more than 6 years.
- Fifty-five percent of the sample was over 45 years of age. Slightly more than half was female (50.8 percent).
- Two-thirds of the sample were college graduates or had graduate school experience (63.1 percent). The lower 3 categories (grade 8 or less, grades 9-11, and high school graduate) were collapsed into one category (high school grad or less) when testing for statistical significance.

Table 2
Sample Characteristics (continued)

	Percentage
	Responding
Employment status	
Full-time (n=236)	59.4
Part-time (n=25)	6.3
Unemployed (n=29)	7.3
Retired (n=75)	18.9
Student (n=12)	3.0
Homemaker (n=20)	5.0
Income	
Under \$10,000 (n=5)	1.4
\$10,001 to \$25,000 (n=21)	6.1
\$25,001 to \$50,000 (n=85)	24.5
\$50,001 to \$75,000 (n=87)	25.1
\$75,001 to \$100,000 (n=54)	15.6
Over \$100,000 (n=95)	27.4
Family with children*	
Children under 6 (n=37)	9.3
Children 6 to 12 (n=19)	4.8
Children 13 to 18 (n=18)	4.5

- Full-time employment was reported by 59.4 percent of the sample. Six percent were employed part-time.
- Over one-quarter of the respondents (27.4 percent) reported an annual income of over \$100,000. There were 5 respondents (1.4 percent) who earned \$10,000 or less per year.
- A majority of respondents did not have children under age 18. Nine percent of the sample had children under the age of 6. Smaller percentages had children ages 6 to 12 (4.8 percent) or ages 13 to 18 (4.5 percent).

Since respondents could respond yes to any of the child age questions, percentages do not add to 100.

The majority of survey questions concerned services provided by the town. This section of the report presents responses to the service questions. Included are the following services or service concerns:

- Streets
- Library
- Parks
- Conference Centre and WaterTower Theatre
- Recreational Programs
- Waste Management
- Emergency Services
- Code Enforcement
- Animal Control
- Need for Improvement in Services

#### A. Streets

Figure 1
Q2 Condition of Road Surface (n=398)

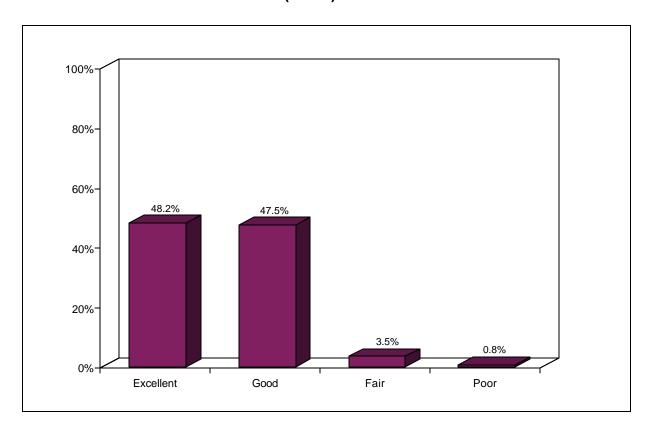


Table 3
Condition of Road Surface by Year

	2003	2001	1999	1997	1995	1992
Excellent	48.2	41.3	44.6	47.3	44.3	45.0
Good	47.5	50.7	45.9	45.6	50.3	50.0
Fair	3.5	6.7	8.7	5.1	5.5	4.5
Poor	0.8	1.2	0.7	2.0	0.0	0.5

- As shown in Figure 1 and Table 3, the percentage of respondents rating streets surface as "excellent" remains large in 2003 (48.2 percent), and a significant majority of respondents (95.7 percent) rated Addison's streets as "excellent" to "good."
- A much larger percentage of homeowners (63.0 percent) than renters (33.3 percent) rated the streets as "excellent."

Figure 2 Q3 Town Sweeps the Streets Often Enough (n=374)

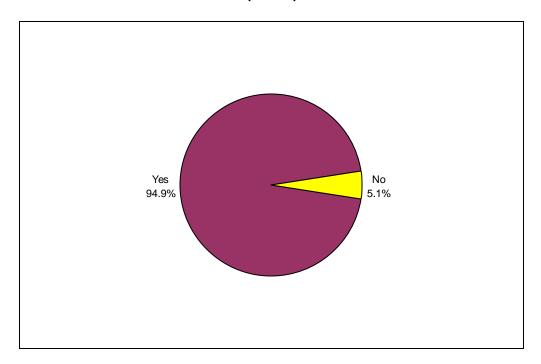


Table 4
Town Sweeps the Streets Often Enough by Year

	2003	2001	1999	1997	1995	1992
Yes	94.9	97.7	94.8	94.3	90.6	94.6
No	5.1	2.3	5.2	5.7	9.4	5.4

• Respondents were asked if the town swept the streets often enough, and a very large majority of the respondents (94.9 percent) responded positively (see Figure 2 and Table 4).

Figure 3
Q4 Adequacy of Street Lighting in Neighborhood (n=395)

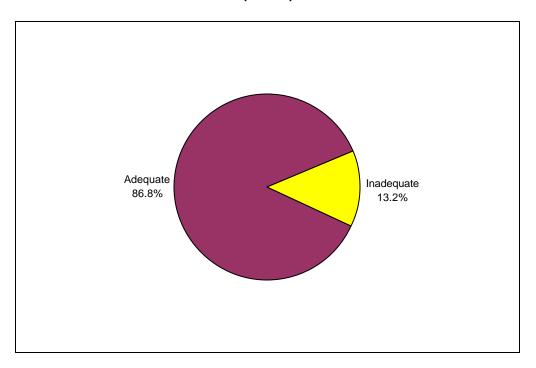


Table 5
Adequacy of Street Lighting in Your Neighborhood by Year

	2003	2001	1999	1997	1995	1992
Adequate	86.8	86.2	80.6	83.1	77.2	71.4
Inadequate	13.2	13.8	19.4	16.9	22.8	28.6

• Next, respondents were asked whether the street lighting in their neighborhood was adequate or inadequate. A large majority of respondents (86.8 percent) indicated that street lighting was adequate (see Figure 3 and Table 5).

Figure 4
Q12 Maintenance of Street Medians, Islands, and Rights-of-Way (n=397)

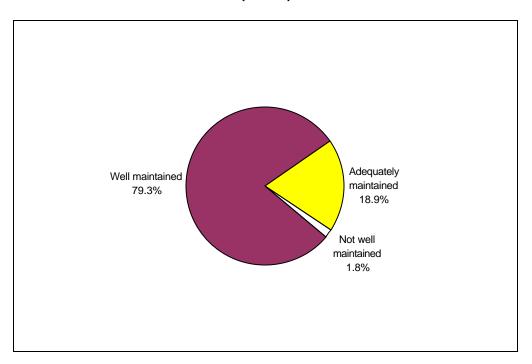


Table 6
Maintenance of Street Medians, Islands, and Rights-of-Way by Year

	2003	2001	1999	1997	1995	1992
Well maintained	79.3	75.1	76.8	83.3	78.6	77.1
Adequately maintained	18.9	22.9	21.7	15.2	19.4	21.8
Not well maintained	1.8	2.0	1.5	1.5	2.0	1.1

• The final questions about streets concerned the maintenance of street medians, islands, and rights-of-way. As Figure 4 and Table 6 show, a large percentage of respondents (79.3 percent) indicated that medians, islands, and rights-of-way were "well maintained," and 18.9 percent thought they were "adequately maintained."

### **B.** Library

Figure 5
Q5 Library Use in the Past Year
(n=396)

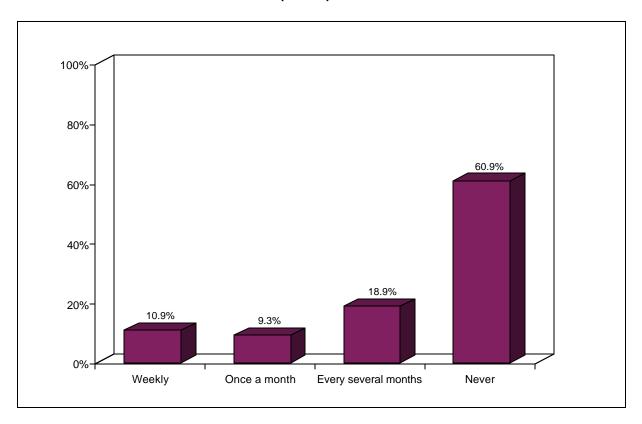


Table 7 Library Use by Year

	2003	2001	1999	1997	1995	1992
Weekly	10.9	6.8	11.5	10.7	7.9	5.5
Once a month	9.3	11.8	8.0	12.2	10.0	8.5
Every several months	18.9	13.8	13.8	15.4	16.1	15.7
Never	60.9	67.6	66.8	61.7	66.0	70.3

- Respondents were asked how often in the past year they used the Farmer's Branch or Dallas Public Libraries. As Figure 5 and Table 7 indicate, a large majority (60.9 percent) said that they had not used the library in the past year.
- Respondents with children under age 6 living at home (36.1 percent) were more likely to report using the library weekly than respondents without children under age 6 living at home (8.3 percent).

Figure 5A
Q5A Usage of Dallas or Farmer's Branch Libraries in the Past Year
(n=155)

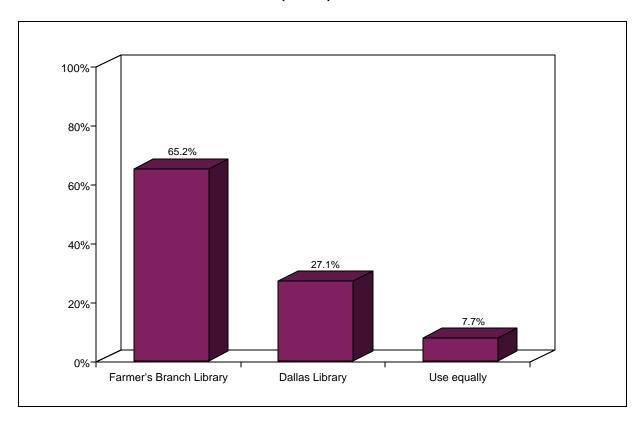


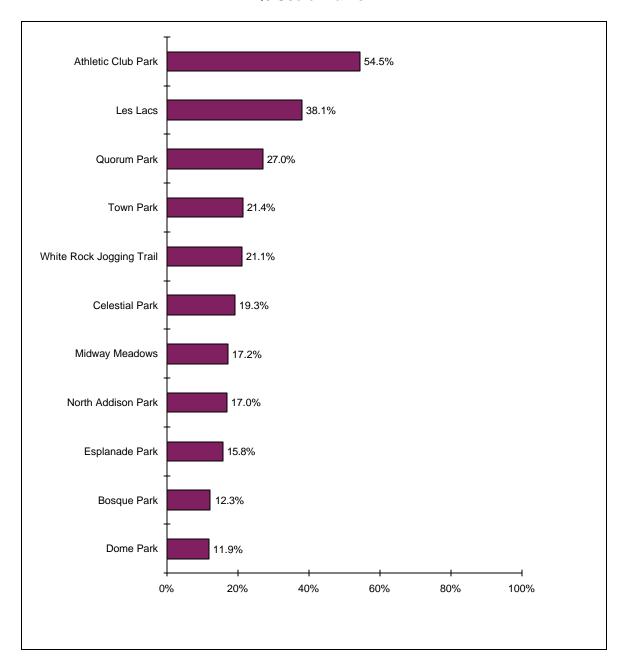
Table 8
Usage of Dallas or Farmer's Branch Libraries by Year

	2003	2001
Farmer's Branch Library	65.2	68.0
Dallas Library	27.1	25.0
Use equally	7.7	7.0

Respondents who said they had used the Farmer's Branch and Dallas libraries in the
past year were asked which one they used most. Sixty-five percent of those
respondents used the Farmer's Branch library, 27.1 percent used the Dallas library,
and 7.7 percent used both equally (see Figure 5A and Table 8).

#### C. Parks

Figure 6 Q6 Use of Parks



 Respondents were asked to indicate which parks they had used in the last 12 months (see Figure 6 and Table 9). Over one-half of the respondents reported using the Athletic Club Park (54.5 percent) and 38.1 percent reported using Les Lacs Park.

Table 9
Use of Addison Parks by Year

	2003	2001	1999	1997	1995	1992
Athletic Club Park	54.5	52.2	49.1	n.a.	n.a.	n.a.
Les Lacs	38.1	38.8	31.0	n.a.	n.a.	n.a.
Quorum Park	27.0	21.5	17.6	18.9	22.6	23.2
Town Park	21.4	16.5	15.1	13.4	20.7	12.3
White Rock Jogging Trail	21.1	19.3	19.4	17.0	27.7	32.5
Celestial Park	19.3	16.4	12.6	9.3	20.8	24.1
Midway Meadows/						
Easement Park	17.2	19.4	21.1	15.7	21.8	25.0
North Addison Park	17.0	20.2	18.3	n.a.	n.a.	n.a.
Esplanade Park	15.8	8.6	n.a.	n.a.	n.a.	n.a.
Bosque Park	12.3	15.2	4.8	n.a.	n.a.	n.a.
Dome Park	11.9	11.8	12.1	8.3	13.9	15.3

- Over half of the respondents reported using Athletic Club Park in the last 12 months.
  The likelihood of using Athletic Club Park was greater among respondents with
  longer periods of residence, homeowners, higher educational levels, and higher
  incomes (see Table 10).
- Les Lacs Parks, used by 38.1 percent of the respondents, was more likely to be used by homeowners and respondents living in the 75001 zip code area (see Table 11).
   As respondents' length of residence, education, and income increased, the percentage of respondents using Les Lacs Park also increased. Usage varied by age and employment status.
- Quorum Park had been used by 27.0 percent of the respondents. As shown in Table 12, respondents who rent were the most common users of Quorum Park. The percentages indicating usage decreased with age and length of residence.
- Town Park was used by 21.4 percent of the respondents. Town Park was more likely to be used by homeowners and male respondents (see Table 13). Usage generally increased as education increased.
- White Rock Jogging Trail was used by 21.1 percent of the respondents. The percentages of respondents using the jogging trail varied with age: 18 to 25 (25.8 percent), 26 to 35 (19.7 percent), 36 to 45 (19.1 percent), 46 to 60 (26.1 percent), 61 to 70 (26.7 percent), and 71 and over (0.0 percent).
- Celestial Park was used by 19.3 percent of the respondents. As shown in Table 14, usage increased with length of residence and income, and was greater among homeowners and male respondents.
- Midway Meadows/Easement Park was used by 17.2 percent of the respondents.
  The percentage of respondents who used this park increased with length of
  residence and was greater among homeowners and respondents without children
  age 13 to 18 living at home (see Table 15).
- North Addison Park was used by 17.0 percent of the respondents. There were no statistically significant differences in usage among demographic groups.

- Esplanade Park was used by 15.8 percent of the respondents. Usage generally increased as education increased: high school or less (4.5 percent), some college (10.1 percent), college grad (19.6 percent), and grad school/degree (22.2 percent).
- Twelve percent had used Bosque Park. The largest percentage of respondents who used Bosque Park were 26 to 35 years old (21.9 percent), compared to other age groups: 18 to 25 (19.4 percent), 36 to 45 (13.0 percent), 46 to 60 (7.2 percent), 61 to 70 (5.0 percent), and 71 and older (9.8 percent). Renters (17.4 percent) were more likely to use Bosque Park than homeowners (7.2 percent).
- Twelve percent had used Dome Park. As shown in Table 16, use of Dome Park was also more likely to be used by homeowners (18.8 percent) and respondents with children under 6 (22.9 percent) or children age 6 to 12 (26.3 percent) living at home.

Table 10
Athletic Club Park By Selected Demographics

	Percent Responding		
	Yes	No	
Length of residence			
3 to 12 months	35.3	64.7	
1 to 5 years	48.0	52.0	
6 to 10 years	69.2	30.8	
More than 10 years	63.9	36.1	
Home ownership			
Own	71.2	28.8	
Rent	37.9	62.1	
Education			
High school or less	35.6	64.4	
Some college	43.0	57.0	
College grad	62.3	37.7	
Grad school/degree	64.6	35.4	
Income			
Under \$10,000	0.0	100.0	
\$10,001 to \$25,000	19.0	81.0	
\$25,001 to \$50,000	49.4	50.6	
\$50,001 to \$75,000	47.6	52.4	
\$75,001 to \$100,000	58.5	41.5	
Over \$100,000	70.5	29.5	

Table 11 Les Lacs By Selected Demographics

	Percent Responding		
	Yes	No	
Length of residence			
3 to 12 months	11.8	88.2	
1 to 5 years	29.1	70.9	
6 to 10 years	57.8	42.2	
More than 10 years	50.7	49.3	
Home ownership			
Own	62.2	37.8	
Rent	14.1	85.9	
Age			
18 to 25	9.7	90.3	
26 to 35	27.6	72.4	
36 to 45	47.1	52.9	
46 to 60	44.6	55.4	
61 to 70	46.8	53.2	
71 and over	27.5	72.5	
Employment status			
Full-time	36.9	63.1	
Part-time	44.0	56.0	
Unemployed	21.4	78.6	
Retired	42.5	57.5	
Student	16.7	83.3	
Homemaker	60.0	40.0	
Education			
High school or less	15.9	84.1	
Some college	27.0	73.0	
College grad	49.3	50.7	
Grad school/degree	42.7	57.3	
Income			
Under \$10,000	0.0	100.0	
\$10,001 to \$25,000	14.3	85.7	
\$25,001 to \$50,000	18.8	81.2	
\$50,001 to \$75,000	30.2	69.8	
\$75,001 to \$100,000	48.1	51.9	
Over \$100,000	60.0	40.0	

Table 12 Quorum Park By Selected Demographics

	Percent Responding		
	Yes	No	
Length of residence			
3 to 12 months	45.7	54.3	
1 to 5 years	28.4	71.6	
6 to 10 years	23.3	76.7	
More than 10 years	19.2	80.8	
Home ownership			
Own	17.7	82.3	
Rent	36.4	63.6	
Age			
18 to 25	45.2	54.8	
26 to 35	39.5	60.5	
36 to 45	24.6	75.4	
46 to 60	22.3	77.7	
61 to 70	22.6	77.4	
71 and over	12.2	87.8	

Table 13
Town Park By Selected Demographics

	Percent R	esponding
	Yes	No
Home ownership		
Own	26.3	73.7
Rent	16.8	83.2
Education		
High school or less	15.9	84.1
Some college	11.7	88.3
College grad	23.7	76.3
Grad school/degree	30.7	69.3
Gender		
Female	16.8	83.2
Male	26.1	73.9

Table 14
Celestial Park By Selected Demographics

	Percent R	tesponding
	Yes	No
Length of residence		
3 to 12 months	5.9	94.1
1 to 5 years	16.0	84.0
6 to 10 years	19.5	80.5
More than 10 years	34.2	65.8
Home ownership		
Own	27.1	72.9
Rent	11.7	88.3
Income		
Under \$10,000	0.0	100.0
\$10,001 to \$25,000	0.0	100.0
\$25,001 to \$50,000	13.3	86.7
\$50,001 to \$75,000	14.0	86.0
\$75,001 to \$100,000	21.6	78.4
Over \$100,000	32.3	67.7
Residence zip code		
75001	14.2	85.8
75240	50.0	50.0
75245	76.7	23.3
Gender		
Female	15.5	84.5
Male	23.3	76.7

Table 15
Midway Meadows/Easement Park By Selected Demographics

	Percent Responding		
	Yes	No	
Length of residence			
3 to 12 months	8.8	91.2	
1 to 5 years	12.8	87.2	
6 to 10 years	25.0	75.0	
More than 10 years	23.9	76.1	
Home ownership			
Own	24.6	75.4	
Rent	9.9	90.1	
Children age 13 to 18 living at home			
Yes	0.0	100.0	
No	18.0	82.0	

Table 16
Dome Park By Selected Demographics

	Percent Responding		
	Yes	No	
Home ownership			
Own	18.8	81.2	
Rent	5.2	94.8	
Children under 6 living at home			
Yes	22.9	77.1	
No	10.8	89.2	
Children age 6 to 12 living at home			
Yes	26.3	73.7	
No	11.1	88.9	

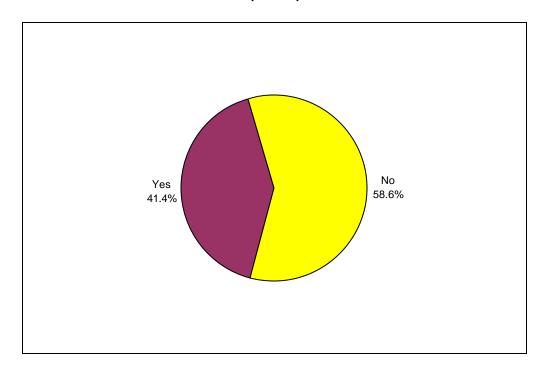
Table 17
Q6A Evaluation of Addison Parks by Year

Evaluation area	2003	2001	1999	1997	1995	1992
Well kept?	99.7	99.3	98.2	95.5	97.0	99.9
Enough parks?	96.4	93.8	94.8	88.6	84.7	90.4
Outdoor opportunities?	92.6	87.9	93.0	90.4	87.9	86.0

- Respondents who had used an Addison park were asked questions about park maintenance, the number of parks, and the outdoor opportunities provided by the parks (see Table 17).
- Looking at the responses as a whole, there appears to be a high level of satisfaction with the town's parks. Virtually all of the respondents (99.7 percent) said the parks were well maintained and provided appropriate outdoor opportunities (92.6 percent). Ninety-six percent reported that there were a sufficient number of parks in the town.
- Homeowners (98.2 percent) were more likely than renters (93.9 percent) to report that Addison had enough parks.
- A greater percentage of respondents without children age 6 to 12 living at home (93.3 percent) reported that the parks provided outdoor opportunities they were interested in compared to respondents with children age 6 to 12 living at home (78.6 percent).

#### D. Conference Centre and WaterTower Theatre

Figure 7
Q7 Attended Event at Conference Centre (n=399)



- Respondents were asked whether they had attended an event at the Conference Centre (see Figure 7). Forty-one percent of the respondents in the past year had visited the Centre compared to 41.8 percent in 2001, 38.0 percent in 1999, 29.0 percent in 1997, 27.8 percent in 1995, and 23.0 percent in 1992.
- Usage of the Conference Centre was more common among homeowners (see Table 18). Usage also generally increased with length of residence, age, education and income. The percentages varied with employment status.

# Table 18 Attended Event at Conference Center By Selected Demographics

	Percent R	esponding
	Yes	No
Length of residence		
3 to 12 months	13.9	86.1
1 to 5 years	29.1	70.9
6 to 10 years	61.5	38.5
More than 10 years	63.9	36.1
Home ownership		
Own	60.3	39.7
Rent	22.5	77.5
Age		
18 to 25	9.7	90.3
26 to 35	23.4	76.6
36 to 45	32.4	67.6
46 to 60	50.0	50.0
61 to 70	59.7	40.3
71 and over	57.5	42.5
Employment status		
Full-time	34.7	65.3
Part-time	56.0	44.0
Unemployed	27.6	72.4
Retired	62.7	37.3
Student	25.0	75.0
Homemaker	47.4	52.6
Education		
High school or less	26.7	73.3
Some college	32.7	67.3
College grad	45.7	54.3
Grad school/degree	51.0	49.0
Income		
Under \$10,000	0.0	100.0
\$10,001 to \$25,000	23.8	76.2
\$25,001 to \$50,000	28.2	71.8
\$50,001 to \$75,000	31.0	69.0
\$75,001 to \$100,000	46.3	53.7
Over \$100,000	54.7	45.3

Figure 8
Q7A Ratings of Conference Centre
(n=165)

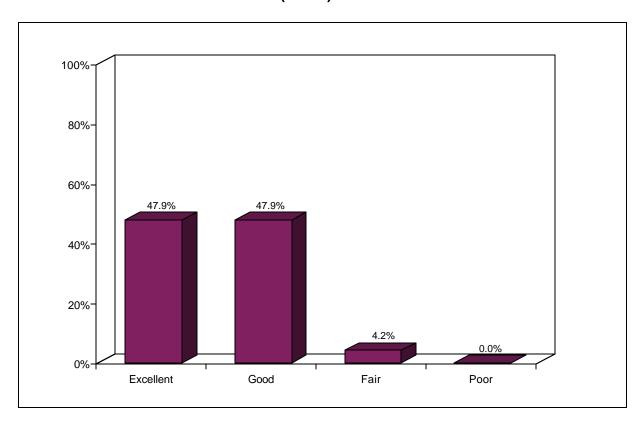
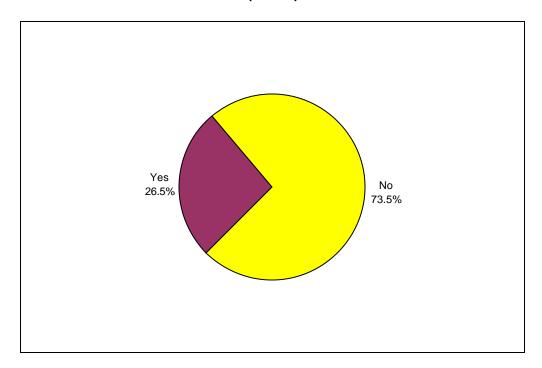


Table 19
Ratings of Conference Centre by Year

	2003	2001	1999	1997	1995	1992
Excellent	47.9	46.7	50.7	46.2	45.0	41.9
Good	47.9	49.7	42.6	51.3	45.9	50.0
Fair	4.2	3.6	6.1	2.6	7.3	5.8
Poor	0.0	0.0	0.7	0.0	1.8	2.3

 Forty-eight percent of the respondents who visited the Conference Centre rated it as "excellent" and 47.9 percent rated the Centre as "good" for a combined excellent/good rating of 95.8 percent (see Figure 8 and Table 19).

Figure 9
Q8 Attended WaterTower Theatre Performance (n=400)



- Twenty-seven percent of the respondents reported that they had attended a WaterTower Theatre performance (see Figure 9). This finding represents a gradual increase since 1992: 25.7 percent in 2001, 21.4 percent in 1999, 18.0 percent in 1997, 18.8 percent in 1995, and 13.6 percent in 1992.
- Attendance at the WaterTower Theatre generally increased with age, length of residence and income (see Table 20). Attendance was greater among homeowners (39.5 percent) and female respondents (33.0 percent).

# Table 20 Attended WaterTower Theatre Performance By Selected Demographics

	Percent R	esponding
	Yes	No
Length of residence		
3 to 12 months	8.3	91.7
1 to 5 years	20.6	79.4
6 to 10 years	36.3	63.7
More than 10 years	39.7	60.3
Home ownership		
Own	39.5	60.5
Rent	13.5	86.5
Age		
18 to 25	9.7	90.3
26 to 35	14.3	85.7
36 to 45	21.1	78.9
46 to 60	33.0	67.0
61 to 70	41.9	58.1
71 and over	29.3	70.7
Income		
Under \$10,000	0.0	100.0
\$10,001 to \$25,000	14.3	85.7
\$25,001 to \$50,000	20.0	80.0
\$50,001 to \$75,000	20.7	79.3
\$75,001 to \$100,000	37.0	63.0
Over \$100,000	34.7	65.3
Gender		
Female	33.0	67.0
Male	19.8	80.2

Figure 10
Q8A Ratings of WaterTower Theatre
(n=105)

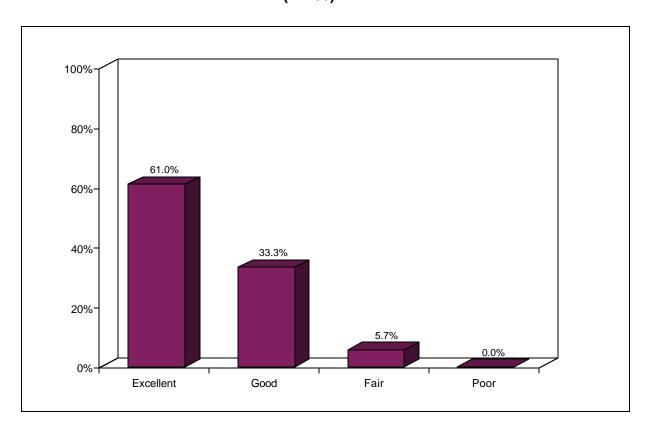


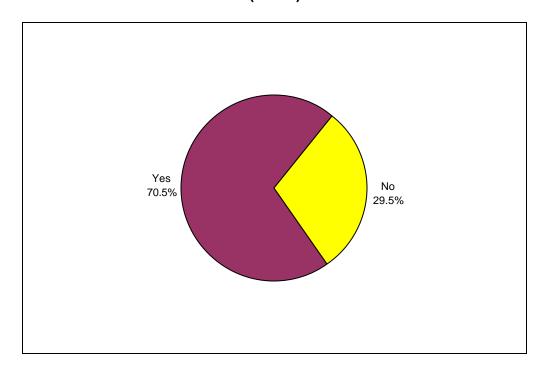
Table 21 WaterTower Theatre Ratings by Year

	2003	2001	1999	1997	1995	1992
Excellent	61.0	54.4	54.3	50.0	37.0	41.9
Good	33.3	37.9	45.7	47.2	53.4	50.0
Fair	5.7	6.8	0.0	2.8	5.5	5.8
Poor	0.0	1.0	0.0	0.0	4.1	2.3

• Sixty-one percent of the respondents who visited the WaterTower Theatre rated it as "excellent," and 33.3 percent rated the Theatre as "good" for a combined excellent/good rating of 94.3 percent (see Figure 10 and Table 21). This appears to be an increase in excellent ratings over 2001.

## **E. Recreational Programs**

Figure 11 Q9 Member of Addison Athletic Club (n=400)



- As shown in Figure 11, membership in the Addison Athletic Club was reported by a majority of respondents (70.5 percent). This finding compares to 69.8 percent in 2001, 71.6 percent in 1999.
- Club membership was more common among homeowners, and respondents without children age 13 to 18 living at home (see Table 22). Membership generally increased with length of residence, age, education, and income, and varied with employment status.

#### Table 22 Member of Addison Athletic Club By Selected Demographics

	Percent Responding		
	Yes	No	
Length of residence			
3 to 12 months	41.7	58.3	
1 to 5 years	62.8	37.2	
6 to 10 years	87.9	12.1	
More than 10 years	84.9	15.1	
Home ownership			
Own	87.0	13.0	
Rent	54.0	46.0	
Age			
18 to 25	48.4	51.6	
26 to 35	58.4	41.6	
36 to 45	71.8	28.2	
46 to 60	73.2	26.8	
61 to 70	80.6	19.4	
71 and over	80.5	19.5	
Employment status			
Full-time	67.4	32.6	
Part-time	80.0	20.0	
Unemployed	62.1	37.9	
Retired	80.0	20.0	
Student	41.7	58.3	
Homemaker	85.0	15.0	
Education			
High school or less	57.8	42.2	
Some college	62.4	37.6	
College grad	73.7	26.3	
Grad school/degree	79.6	20.4	
Income			
Under \$10,000	20.0	80.0	
\$10,001 to \$25,000	57.1	42.9	
\$25,001 to \$50,000	61.2	38.8	
\$50,001 to \$75,000	67.8	32.2	
\$75,001 to \$100,000	68.5	31.5	
Over \$100,000	84.2	15.8	
Children age 13 to 18 living at home			
Yes	50.0	50.0	
No	71.5	28.5	

Figure 12 Q9A Use of Addison Athletic Club (n=278)

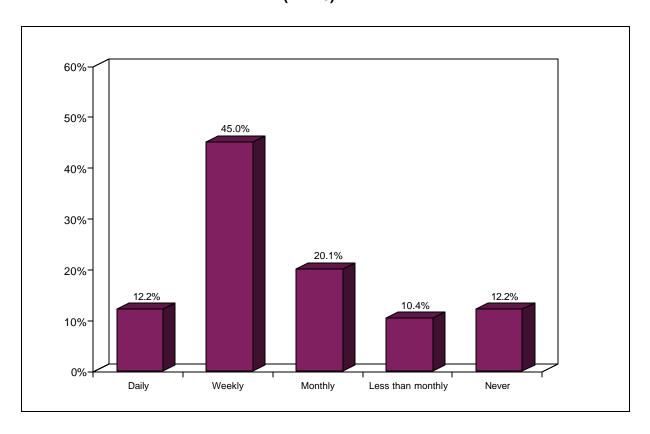


Table 23
Use of Addison Athletic Club by Year

	2003	2001	1999	1997	1995
Daily	12.2	9.3	12.6	8.1	7.7
Weekly	45.0	41.2	40.7	44.9	37.7
Monthly	20.1	31.5	32.6	31.1	37.3
Less than monthly	10.4	12.2	n.a.	n.a.	n.a.
Never	12.2	5.7	14.0	15.9	17.3

 As displayed in Figure 12 and Table 23, the largest portion of Athletic Club members (45.0 percent) use the club weekly and 20.1 percent use it monthly. The findings for daily and weekly use are similar to previous years.

Figure 13

Q9B Athletic Club Should Be Open to Business Community
(n=259)

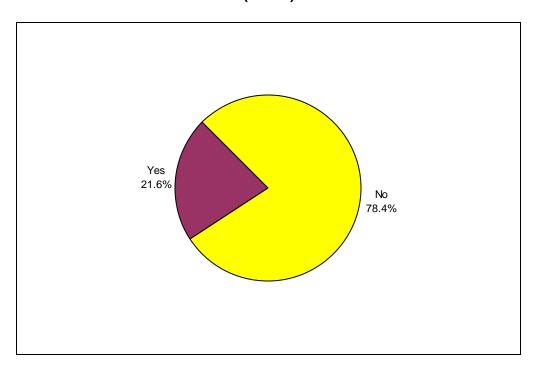


Table 24
Athletic Club Should Be Open to Business Community by Year

	2003	2001	1999	1997	1995	1992
Yes	21.6	18.7	18.1	20.1	18.7	23.3
No	78.4	81.3	81.9	79.9	81.3	76.7

- As shown in Figure 13, 21.6 percent of the Athletic Club members indicated that the club should be open to members of the business community compared to 18.1 percent in 1999, 20.1 percent in 1997, 18.7 percent in 1995, and 23.3 percent in 1992 (see Table 24).
- Responses differed by several demographic characteristics (see Table 25). The
  opinion that the Athletic Club should be open to the business community was more
  common among renters and decreased as length of residence, age, education and
  income increased.

Table 25
Athletic Club Should Be Open to Business Community
By Selected Demographics

	Percent R	esponding
	Yes	No
Length of residence		
3 to 12 months	50.0	50.0
1 to 5 years	30.6	69.4
6 to 10 years	11.5	88.5
More than 10 years	10.7	89.3
Home ownership		
Own	10.8	89.2
Rent	38.2	61.8
Age		
18 to 25	57.1	42.9
26 to 35	34.1	65.9
36 to 45	24.5	75.5
46 to 60	17.9	82.1
61 to 70	13.6	86.4
71 and over	7.1	92.9
Education		
High school or less	45.8	54.2
Some college	31.1	68.9
College grad	14.4	85.6
Grad school/degree	16.4	83.6
Income		
Under \$10,000	0.0	100.0
\$10,001 to \$25,000	41.7	58.3
\$25,001 to \$50,000	36.7	63.3
\$50,001 to \$75,000	28.8	71.2
\$75,001 to \$100,000	17.6	82.4
Over \$100,000	11.0	89.0

Figure 14
Q10B1 Ratings of Fitness Equipment
(n=101)

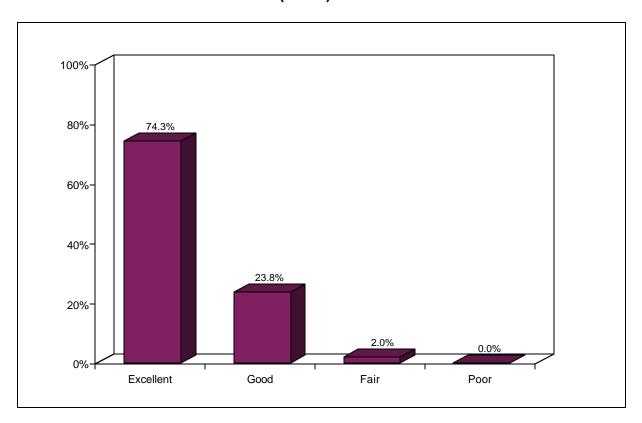
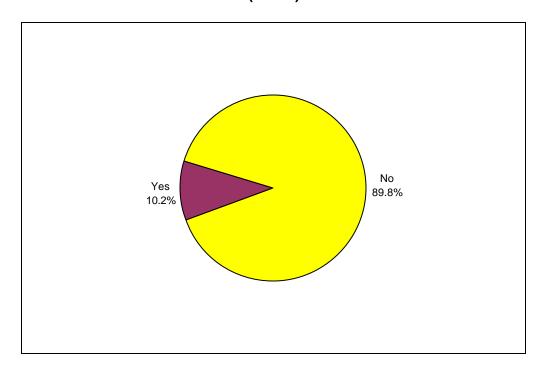


Table 26
Ratings of Fitness Equipment by Year

	2003	2001
Excellent	74.3	43.0
Good	23.8	47.0
Fair	2.0	10.0
Poor	0.0	0.0

- Eighty percent of the respondents who have used recreational programs have used the Athletic Club's equipment. Homeowners (91.5 percent) were more likely to report using the equipment than renters (57.8 percent).
- As shown in Figure 14 and Table 26, 74.3 percent rated the equipment as "excellent" and 23.8 percent rated the equipment as "good" for an excellent/good rating of 98.1 percent. Two percent rated the equipment as "fair." The "excellent" findings have increased since 2001.

Figure 15
Q10D Used Tennis Facilities at the Addison Athletic Club in Past Year (n=127)



• As shown in Figure 15, usage of the tennis facilities at the Addison Athletic Club was reported by 10.2 percent of respondents. This compares to 16.8 percent in 2001.

Figure 16
Q10D1 Frequency of Tennis Facilities Usage at the Addison Athletic Club in Past
Year
(n=13)

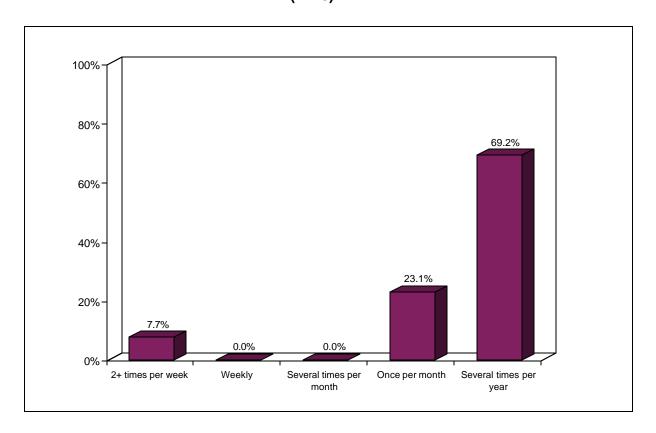
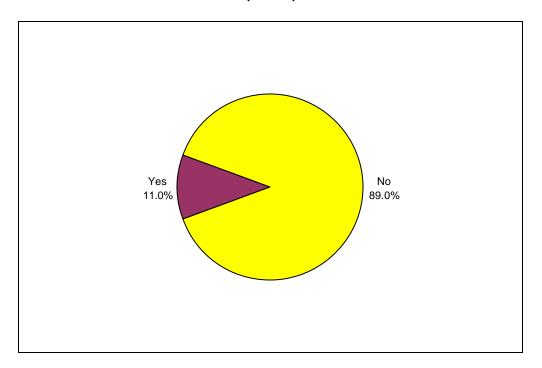


Table 27
Frequency of Tennis Facilities Usage at the Addison Athletic Club in Past Year by Year

	2003	2001
2-3 times per week or more	7.7	20.0
Once per week	0.0	5.0
Several times per month	0.0	20.0
About once a month	23.1	25.0
Several times in the past year	69.2	30.0

- As displayed in Figure 16 and Table 27, the largest portion of Athletic Club members (69.2 percent) used the tennis facilities several times per year and 23.1 percent used tennis facilities monthly.
- Male respondents (16.7 percent) were more likely than female respondents (4.5 percent) to report using the tennis facilities at the Addison Athletic Club during the past year.

Figure 17
Q10C Used the Trinity Christian Athletic Center (n=127)



- Users of recreational programs were asked if they had used the Trinity Christian Athletic Center in the last twelve months. As shown in Figure 17, 11.0 percent of the respondents reported that they did. This finding compares to 13.8 percent in 2001 and 15.6 percent in 1999.
- Respondents with children (39.1 percent) were more likely to have used the Trinity Christian Athletic Center than respondents without children (8.4 percent).

- Thirty-two percent of the respondents said that either they or a member of their family had participated in a town recreation program during the past year compared to 33 percent of the respondents in 2001, 28.0 in 1999, 27.0 percent in 1997, and 32.0 percent in 1995.
- As shown in Table 28, rates of participation were higher among homeowners, and families with children under 6 years of age and lower among respondents with some college experience. Participation varied with employment status.

Table 28
Participated in Recreation Programs
by Selected Demographics

	Percent Responding		
	Yes	No	
Home ownership			
Own	41.2	58.8	
Rent	22.5	77.5	
Employment status			
Full-time	27.5	72.5	
Part-time	48.0	52.0	
Unemployed	27.6	72.4	
Retired	36.5	63.5	
Student	25.0	75.0	
Homemaker	55.0	45.0	
Education			
High school or less	36.4	63.6	
Some college	19.8	80.2	
College grad	37.5	62.5	
Grad school/degree	33.7	66.3	
Children under 6 living at home			
Yes	48.6	51.4	
No	30.1	69.9	

Figure 18
Q10A Ratings of Recreational Programs
(n=126)

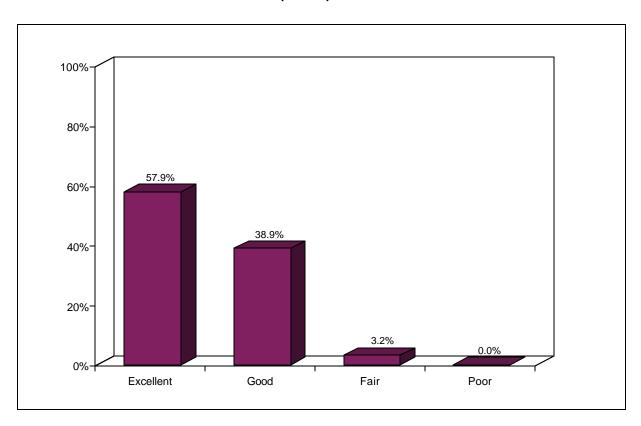


Table 29
Ratings of Recreational Programs by Year

	2003	2001	1999	1997	1995	1992
Excellent	57.9	47.7	53.2	52.7	37.5	32.6
Good	38.9	48.5	45.9	44.5	58.6	54.7
Fair	3.2	3.1	0.9	1.8	3.9	11.6
Poor	0.0	0.8	0.0	0.9	0.0	1.2

 Those who did participate were asked to rate the quality of the town's recreational programs (see Figure 18 and Table 29). Participants rated the town's recreational programs quite favorable, with 57.9 percent responding "excellent" and 38.9 percent "good." The percentages for "excellent" ratings appear to have increased since 2001.

Figure 19
Q11 Ratings of Building Maintenance (n=373)

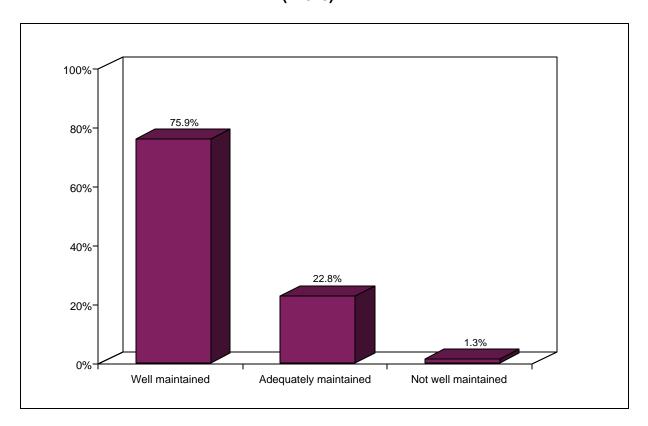


Table 30 Ratings of Building Maintenance by Year

	2003	2001	1999	1997	1995	1992
Well maintained	75.9	80.1	72.9	81.0	78.9	77.8
Adequately maintained	22.8	19.4	25.3	16.9	20.6	22.2
Not well maintained	1.3	0.5	1.9	2.1	0.5	0.0

- The final question concerning parks asked respondents about building maintenance. As may be seen in Figure 19 and Table 30, virtually all of the respondents believe that buildings are either well (75.9 percent) or adequately (22.8 percent) maintained. These ratings are generally consistent with those of previous years (see Table 30).
- Eighty-three percent of homeowners and 68.5 percent of renters indicated that town buildings were well maintained. A smaller percentage of respondents with children under 6 living at home (61.1 percent) reported that town buildings were well maintained compared to respondents without children under 6 living at home (77.4 percent).

### F. Waste Management

Figure 20 Q12A Missed Garbage Pick-Ups in Last Twelve Months (n=356)

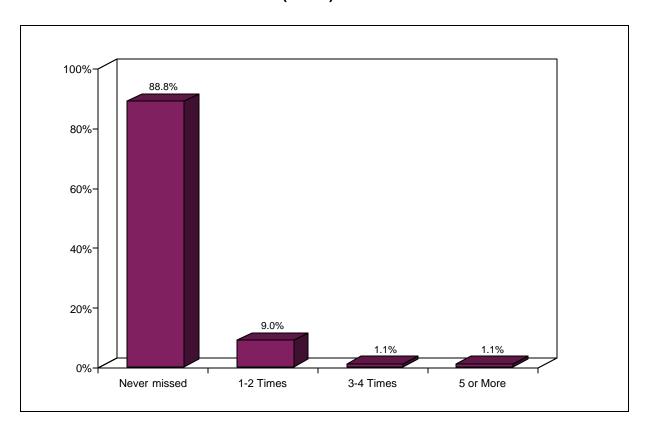


Table 31
Missed Garbage Pick-Ups by Year

	2003	2001	1999	1997	1995	1992
Never missed	88.8	87.6	88.8	69.8	88.4	92.8
Missed 1-2 times	9.0	10.8	8.4	22.4	7.3	5.2
Missed 3-4 times	1.1	0.5	1.9	2.4	2.0	1.4
Missed 5 or more times	1.1	1.0	0.9	5.4	2.3	0.6

 Homeowners were asked if collectors ever missed picking up their trash in the past 12 months. As Figure 18 shows, 88.8 percent of respondents reported that garbage pick-ups were never missed. Nine percent reported that trash pick-up was missed 1-2 times, and 1.1 percent reported that trash pick-up was missed 3 or more times. These findings are consistent with previous years' findings (see Table 31).

Figure 21
Q13A Satisfaction with Special Pick-Up
(n=117)

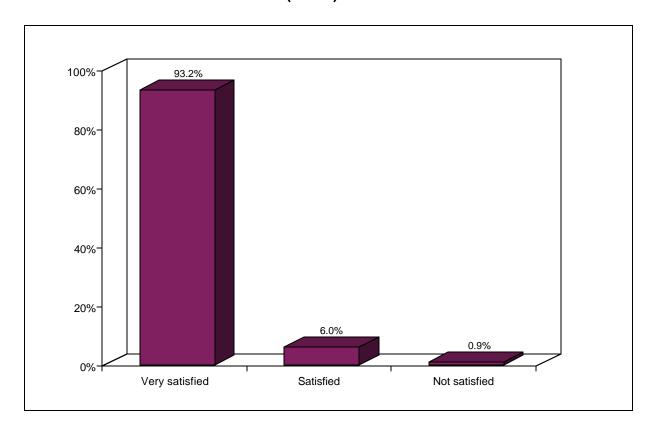


Table 32
Satisfaction with Special Pick-Up by Year

	2003	2001	1999	1997	1995	1992
Very satisfied	93.2	89.7	96.7	88.9	89.2	81.1
Satisfied	6.0	9.3	3.3	7.4	7.7	16.8
Not satisfied	0.9	1.0	0.0	3.7	3.1	2.1

- Respondents were asked whether within the past year they had called Addison's
  Street Department for collection of brush, tree limbs, or any other large item and 30.9
  percent of the respondents reported that they had made such a request. As shown
  in Figure 21 and Table 32, 99.2 percent of the respondents reported that they were
  either very satisfied (93.2 percent) or satisfied (6.0 percent) with the special pick-up.
- As shown in Table 33, the percentages of respondents who called for a special pickup generally increased with age, income, and length of residence. Homeowners were more likely to have called than renters. The percentages varied by education and employment status.

# Table 33 Called for Special Pick-Up by Selected Demographics

	Percent R	esponding
	Yes	No
Length of residence		
3 to 12 months	10.0	90.0
1 to 5 years	20.4	79.6
6 to 10 years	44.8	55.2
More than 10 years	50.7	49.3
Home ownership		
Own	56.1	43.9
Rent	3.8	96.2
Age		
18 to 25	6.7	93.3
26 to 35	12.5	87.5
36 to 45	25.4	74.6
46 to 60	38.2	61.8
61 to 70	49.1	50.9
71 and over	37.8	62.2
Employment status		
Full-time	25.2	74.8
Part-time	43.5	56.5
Unemployed	15.4	84.6
Retired	47.1	52.9
Student	8.3	91.7
Homemaker	47.4	52.6
Income		
Under \$10,000	0.0	100.0
\$10,001 to \$25,000	5.6	94.4
\$25,001 to \$50,000	14.5	85.5
\$50,001 to \$75,000	14.6	85.4
\$75,001 to \$100,000	44.2	55.8
Over \$100,000	52.2	47.8
Education		
High school or less	21.4	78.6
Some college	21.4	78.6
College grad	38.2	61.8
Grad school/degree	32.6	67.4

Figure 22
Q12B Ratings of Garbage Collection Days
(n=342)

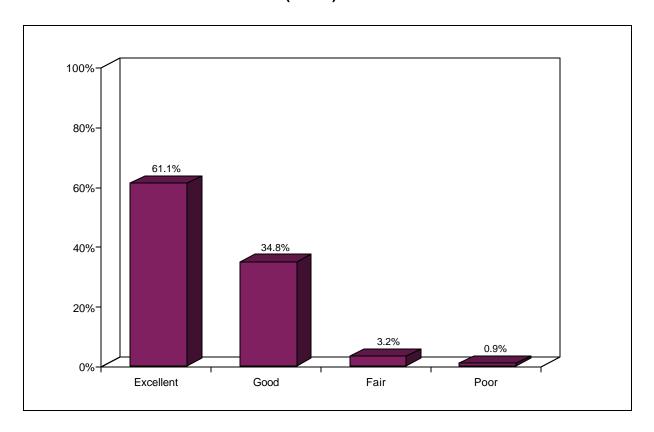
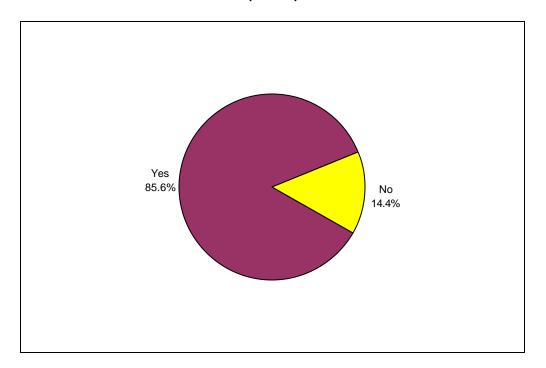


Table 34
Ratings of Garbage Collection Days by Year

	2003	2001	1999
Excellent	61.1	65.7	66.7
Good	34.8	31.0	31.5
Fair	3.2	2.3	1.4
Poor	0.9	0.9	0.5

- Respondents living in houses and duplexes were asked to rate the overall impact of garbage collection days of Monday and Thursday on their household waste disposal (see Figure 22 and Table 34). Sixty-one percent of the respondents rated the collection as "excellent" and 34.8 percent rated the collection as "good" for a combined excellent/good rating of 95.9 percent.
- Ratings in 2003 were similar to ratings in 2001 and 1999.

Figure 23
Q14A Participation in Recycling Program
(n=187)



- Of the 187 respondents with a recycling program in their neighborhood, 85.6 percent reported that they participated in the program (see Figure 23). This compares with 95.4 percent in 2001, and 85.0 percent in 1999.
- As shown in Table 35, the percentages of respondents with a recycling program in their neighborhood increased as age and income increased. Seventy-nine percent of homeowners had a program compared to 22.3 percent of renters. Participation varied by employment status and education.
- The percentages of the respondents who participated in the recycling program increased as age and length of residency increased and were higher among homeowners than renters (see Table 36). Participation varied with education.

# Table 35 Recycling Program in Neighborhood by Selected Demographics

	Percent R	esponding
	Yes	No
Home ownership		
Own	78.8	21.2
Rent	22.3	77.7
Age		
18 to 25	38.5	61.5
26 to 35	35.3	64.7
36 to 45	52.2	47.8
46 to 60	55.8	44.2
61 to 70	61.1	38.9
71 and over	65.0	35.0
Employment status		
Full-time	48.3	51.7
Part-time	69.6	30.4
Unemployed	24.0	76.0
Retired	63.5	36.5
Student	36.4	63.6
Homemaker	60.0	40.0
Income		
Under \$10,000	33.3	66.7
\$10,001 to \$25,000	25.0	75.0
\$25,001 to \$50,000	36.8	63.2
\$50,001 to \$75,000	36.3	63.8
\$75,001 to \$100,000	51.0	49.0
Over \$100,000	77.3	22.7
Education		
High school or less	41.0	59.0
Some college	35.6	64.4
College grad	58.5	41.5
Grad school/degree	61.8	38.2

Table 36
Participate in Recycling Program By Selected Demographics

	Percent Re	esponding
	Yes	No
Length of residence		
3 to 12 months	54.5	45.5
1 to 5 years	84.5	15.5
6 to 10 years	87.0	13.0
More than 10 years	93.3	6.7
Home ownership		
Own	90.5	9.5
Rent	66.7	33.3
Age		
18 to 25	50.0	50.0
26 to 35	83.3	16.7
36 to 45	77.1	22.9
46 to 60	94.8	5.2
61 to 70	81.3	18.8
71 and over	96.2	3.8
Education		
High school or less	56.3	43.8
Some college	93.8	6.3
College grad	86.6	13.4
Grad school/degree	87.3	12.7

Figure 24
Q14B Ratings of Recycling Program
(n=158)

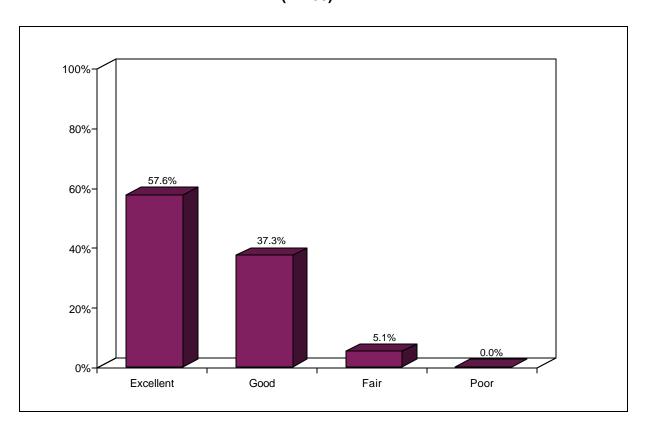


Table 37
Ratings of Recycling Program by Year

	2003	2001	1999	1997	1995
Excellent	57.6	61.1	48.9	59.8	49.1
Good	37.3	33.2	44.1	35.7	41.6
Fair	5.1	5.3	6.5	2.5	6.2
Poor	0.0	0.5	0.5	2.0	3.1

- Respondents' ratings of the recycling program are presented in Figure 24 and Table 37. Ninety-five percent of the respondents rated the program as "excellent" (57.6 percent) or "good" (37.3 percent).
- Sixty-two percent of the homeowners rated the program as "excellent" compared to 32.0 percent of the renters. Seventy-two percent of the female respondents rated the recycling as "excellent" compared to 40.3 percent of the male respondents.

Figure 25
Q12C Ratings of Recycling Collection Days
(n=187)

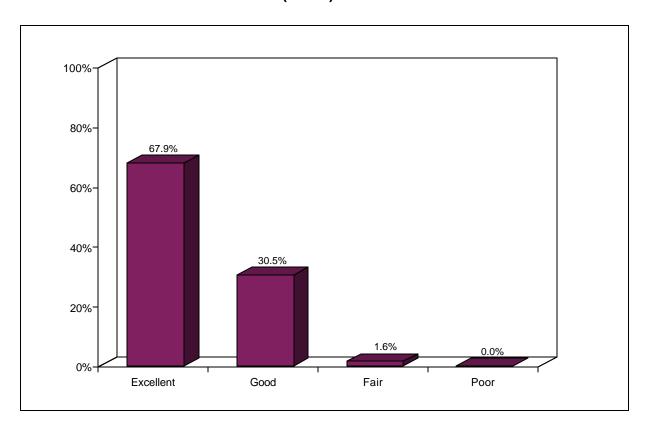


Table 38
Ratings of Recycling Collection Days by Year

	2003	2001
Excellent	67.9	63.2
Good	30.5	33.2
Fair	1.6	2.6
Poor	0.0	1.0

 Respondents were also asked to rate the overall impact of the recycling collection day (Monday) on their household waste disposal (see Figure 25). Sixty-eight percent of the respondents rated the impact as "excellent" and 30.5 percent rated it as "good" for a combined excellent/good rating of 98.4 percent.

### **G. Emergency Services**

Figure 26
Q15 Addison Police Service Compared to Other Communities (n=377)

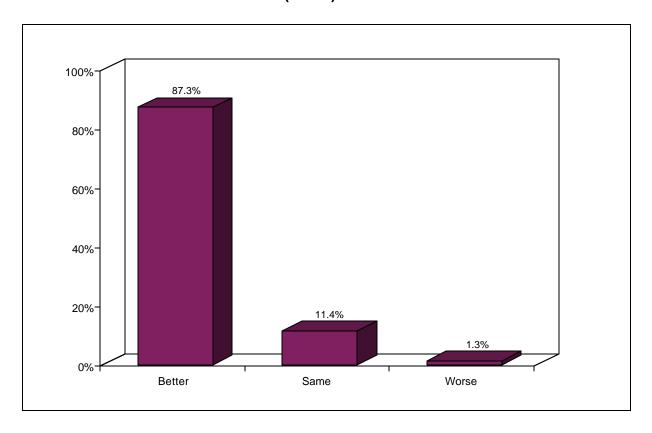


Table 39
Addison Police Service by Year

	2003	2001	1999	1997	1995	1992
Better	87.3	83.8	81.9	87.3	83.1	85.2
Same	11.4	15.4	17.4	12.5	16.4	14.0
Worse	1.3	0.8	0.8	0.3	0.5	0.8

- As shown in Figure 26, when asked to rate police services compared to other cities, 87.3 percent of the respondents reported the service was better. These ratings have been consistently favorable over time (see Table 39). The percentages of the respondents who rated Addison police services as better increased as the length of residency increased: 3 to 12 months (78.8 percent), 1 to 5 years (82.2 percent), 6 to 10 years (93.3 percent), and more than 10 years (97.1 percent). Ninety-four percent of homeowners and 80.1 percent of renters reported that Addison police services were better compared to other cities.
- Ten percent of the respondents reported that they had been a crime victim or witness to a crime in the past 12 months. Of those, 89.5 percent indicated that they reported the crime to the police. As shown in Table 40, 13.5 percent of renters and 6.0 percent of homeowners reported they had been a crime victim or witness in the past

12 months. The percentages of the respondents who reported being a crime victim or witness in the past 12 months were higher among respondents age 45 and younger. Respondents with children under 12 living at home were more likely to report being a crime victim or witness compared to respondents without children under 12 living at home.

Table 40
Crime Victim or Witness to Criminal Activity in the Past 12 Months
By Selected Demographics

	Percent R	esponding
	Yes	No
Home ownership		
Own	6.0	94.0
Rent	13.5	86.5
Age		
18 to 25	16.1	83.9
26 to 35	16.9	83.1
36 to 45	15.5	84.5
46 to 60	5.4	94.6
61 to 70	6.5	93.5
71 and over	0.0	100.0
Children under 6 living at home		
Yes	18.9	81.1
No	8.8	91.2
Children age 6 to 12 living at home		
Yes	26.3	73.7
No	8.9	91.1

Figure 27
Q17A Addison Fire Services Compared to Other Communities (n=51)

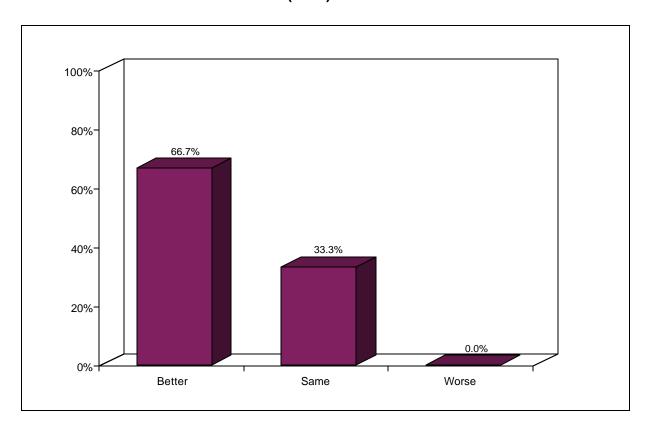


Table 41
Ratings for Addison Fire Service by Year

	2003	2001	1999	1997	1995	1992
Better	66.7	79.5	72.5	65.9	66.7	66.9
Same	33.3	20.5	25.0	34.1	33.0	32.7
Worse	0.0	0.0	2.5	0.0	0.3	0.4

- Fifteen percent of the respondents reported that they had used fire department services in cities other than Addison. Students (36.4 percent) were more likely to report they had used fire services in another city compared to respondents with other employment status: retired (24.0 percent), employed part-time (16.0 percent), employed full-time (11.4 percent), unemployed (10.3 percent), and homemaker (5.0 percent). The percentages of the respondents who reported using fire services in another community decreased as education increased, ranging from a high of 22.7 percent for respondents with a high school education or less to a low of 9.2 percent of respondents with graduate school experience.
- Respondents who had used fire department services in other cities were asked if
  they thought fire services in Addison were better, the same or worse (see Figure 27
  and Table 41). Two-thirds (66.7 percent) of the respondents who had used other
  services thought that Addison's fire services were "better," and 33.3 percent thought
  they were the "same." Eighty percent of homeowners and 47.6 percent of renters

reported that Addison's fire services were better than those in other communities Female respondents (80.6 percent) were more likely to report that Addison's fire services were "better" than male respondents (45.0 percent).	

Table 42
Q18A Ratings of Ambulance Service by Year
(n=41)

	2003	2001	1999	1997	1995	1992
Excellent	92.7	86.2	78.1	80.0	84.0	64.7
Good	7.3	13.8	21.9	16.0	16.0	23.5
Fair	0.0	0.0	0.0	4.0	0.0	5.9
Poor	0.0	0.0	0.0	0.0	0.0	5.9

- Only 10.3 percent of the respondents reported having called for an ambulance during the past year. Of those calling for an ambulance, 92.7 percent rated the ambulance service as "excellent" and 7.3 percent rated it as "good" (see Table 42).
- Older respondents were more likely to have called for an ambulance than younger respondents: 18 to 25 (3.2 percent), 26 to 35 (1.3 percent), 36 to 45 (14.1 percent), 46 to 60 (10.7 percent), 61 to 70 (17.7 percent), and 71 and over (14.6 percent). The percentages of the respondents who called for an ambulance varied with employment status: homemaker (20.0 percent), employed part-time (20.0 percent), retired (17.3 percent), unemployed (10.3 percent), student (8.3 percent) and employed full-time (5.9 percent).

### H. Code Enforcement

Figure 28
Q19 Ratings of Zoning Ordinance
(n=358)

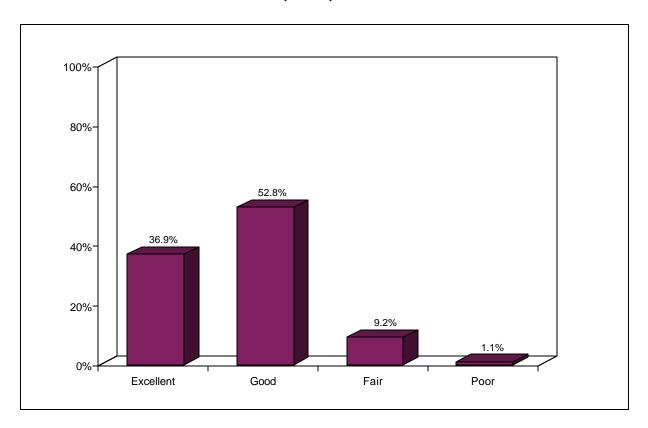


Table 43
Ratings of Zoning Ordinance by Year

	2003	2001	1999	1997	1995	1992
Excellent	36.9	39.1	35.8	35.9	29.1	29.9
Good	52.8	51.4	51.3	50.8	52.4	50.7
Fair	9.2	8.2	10.0	11.2	14.7	15.5
Poor	1.1	1.4	2.9	2.1	3.9	3.8

- Respondents were asked to rate Addison's zoning efforts. As indicated in Figure 28 and Table 43, a majority of respondents (52.8 percent) rated zoning as "good" and 36.9 percent of the respondents rated zoning as "excellent."
- Homeowners had higher "excellent" ratings (46.8 percent) than renters (25.9 percent).

Figure 29 Q20 Ratings of Sign Regulation (n=393)

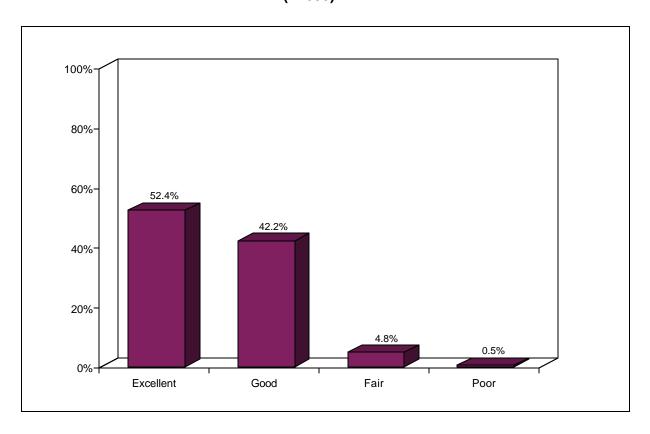


Table 44
Ratings of Sign Regulation by Year

	2003	2001	1999	1997	1995	1992
Excellent	52.4	44.7	41.8	42.3	38.6	44.5
Good	42.2	47.0	48.2	50.5	50.4	44.0
Fair	4.8	7.4	8.2	6.3	9.5	9.9
Poor	0.5	1.0	1.8	1.0	1.5	1.6

Respondents were asked to rate sign regulation (see Figure 29 and Table 44). The
largest percentage (52.4 percent) thought the town's regulation of signs was
"excellent," followed by 42.2 percent who thought regulation was "good." The
"excellent" ratings appear to have increased since 2001.

#### I. Animal Control

Figure 30
Q23 Ratings of Animal Control
(n=344)

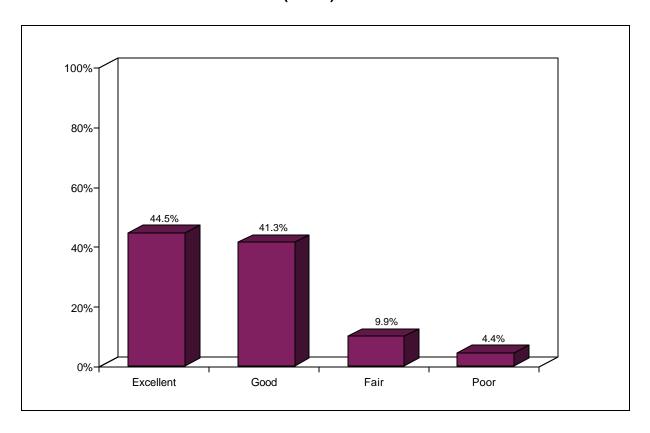
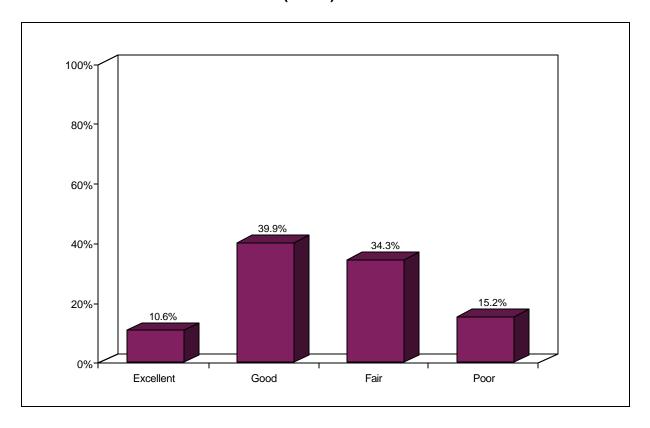


Table 45
Ratings of Animal Control by Year

	2003	2001	1999	1997	1995	1992
Excellent	44.5	37.5	36.5	42.2	29.8	30.3
Good	41.3	50.5	49.0	36.7	46.5	50.5
Fair	9.9	9.0	11.0	12.7	16.7	12.5
Poor	4.4	3.0	3.6	8.4	7.0	6.4

• Forty-five percent of the respondents rated the animal control program as "excellent," and 41.3 percent rated the service as "good," for a combined positive rating of 85.8 percent (see Figure 30 and Table 45). Homeowners (51.7 percent) were more likely than renters (37.1 percent) to rate the animal control program as excellent. A greater percentage of respondents with children age 6 to 12 living at home (76.5 percent) rated the animal control program as excellent compared to respondents without children age 6 to 12 living at home (42.8 percent).

Figure 31
Q24 Ratings of Clean-Up after Pets
(n=388)



- When respondents were asked if pet owners do an excellent, good, fair or poor job of cleaning up after their pets in public places, half of the respondents reported that pet owners did an excellent (10.6 percent) or good (39.9 percent). One-third (34.3 percent) answered "fair" and 15.2 percent said "poor" (see Figure 31). This question was added to the survey instrument for the first time in 2003.
- Fifteen percent of homeowners and 6.2 percent of renters said that pet owners did
  an excellent job cleaning up after their pets in public places.

## J. Need for Improvement in Services

Table 46A
Q21 Citizen Ratings of Selected Services

Service	Much	Some	No
Library Services			
2003 (n=312)	5.4	13.1	81.4
2001 (n=326)	4.6	12.6	82.8
1999 (n=334)	11.4	18.3	70.4
1997 (n=296)	8.8	19.3	72.0
1995 (n=317)	13.9	19.6	66.6
1992 (n=262)	7.3	19.8	72.9
Street Maintenance			
2003 (n=398)	1.0	27.4	71.6
2001 (n=399)	2.5	23.8	73.7
1999 (n=399)	2.0	31.8	66.2
1997 (n=406)	3.0	24.4	72.7
1995 (n=393)	3.3	32.3	64.4
1992 (n=371)	1.6	25.9	72.5
Garbage Collection			
2003 (n=370)	1.9	14.9	83.2
2001 (n=378)	0.5	18.3	81.2
1999 (n=369)	3.3	20.9	75.9
1997 (n=374)	3.5	19.5	77.0
1995 (n=359)	1.7	20.9	77.4
1992 (n=333)	1.5	12.6	85.9
Recreation Services			
2003 (n=368)	2.2	12.0	85.9
2001 (n=369)	3.3	18.2	78.6
1999 (n=374)	2.4	19.3	78.3
1997 (n=367)	1.4	15.0	83.7
1995 (n=358)	2.5	22.6	74.9
1992 (n=336)	2.7	19.0	78.3
Code Enforcement			
2003 (n=341)	3.2	14.7	82.1
2001 (n=344)	2.0	15.7	82.3
1999 (n=358)	3.1	18.2	78.8
1997 (n=361)	2.5	13.6	83.9
1995 (n=340)	5.3	20.6	74.1
1992 (n=285)	3.9	14.0	82.2

In the first question, all respondents were asked whether "much," "some," or "no
improvement" was needed for each of 11 services. These questions were asked of
all respondents regardless of whether they had used a service. The second question
asked respondents to indicate what the needed improvement was for each service
identified as needing "much improvement."

#### Library Services

- As shown in Table 46A, 5.4 percent of the respondents said the library needed much improvement, and 13.1 percent said the library needed some improvement.
- A greater percentage of female respondents (8.4 percent) reported "much improvement" than male respondents (2.5 percent).
- The most common reason for "much improvement" was that Addison "needed its own library."

#### Street Maintenance

- Twenty-seven percent of the respondents said that street maintenance needed some improvement, and 1.0 percent reported street maintenance needed much improvement.
- The most common reasons given for "much improvement" was for the improvement of potholes.

#### Garbage Collection

- Fifteen percent of the respondents said that garbage collection needs some improvement, and 1.9 percent reported it needs much improvement.
- The most common reasons given for "much improvement" were to pick up trash more often and install more dumpsters.

#### Recreation Services

- Twelve percent of the respondents said that recreation services need some improvement, and 2.2 percent reported that recreation services need much improvement.
- The most common reason given for "much improvement" is that there needs to be extended hours for certain facilities.

#### Code Enforcement

- Fifteen percent of the respondents said that code enforcement needs some improvement, and 3.2 percent reported code enforcement needs much improvement.
- The most common reason given for "much improvement" was code violations at various apartment complexes.

Table 46B Q21 Citizen Ratings of Selected Services

Service	Much	Some	No
Water Services			
2003 (n=391)	3.1	10.5	86.4
2001 (n=393)	2.8	11.7	85.5
1999 (n=387)	3.6	14.7	81.7
1997 (n=391)	3.3	11.8	84.9
1995 (n=373)	3.8	13.9	82.3
1992 (n=340)	3.2	6.5	90.3
Parks			
2003 (n=374)	1.3	16.0	82.6
2001 (n=368)	4.1	16.3	79.6
1999 (n=373)	2.1	17.4	80.4
1997 (n=351)	1.4	14.5	84.0
1995 (n=357)	3.6	23.2	73.1
1992 (n=327)	2.8	17.4	79.8
Landscaping			
2003 (n=397)	1.3	18.9	79.8
2001 (n=400)	2.3	16.0	81.8
1999 (n=398)	2.8	19.3	77.9
1997 (n=405)	2.0	13.8	84.2
1995 (n=392)	1.5	18.4	80.1
1992 (n=374)	1.1	12.0	86.9
Police Protection			
2003 (n=391)	1.3	7.9	90.8
2001 (n=383)	2.6	7.3	90.1
1999 (n=389)	2.1	12.9	85.1
1997 (n=397)	0.8	9.1	90.2
1995 (n=387)	1.6	9.8	88.6
1992 (n=360)	0.8	11.9	87.2
Fire Protection			
2003 (n=377)	0.3	5.8	93.9
2001 (n=367)	0.8	4.6	94.6
1999 (n=381)	1.0	10.0	89.0
1997 (n=375)	0.5	4.8	94.7
1995 (n=357)	1.1	8.7	90.2
1992 (n=318)	0.3	8.5	91.2
Ambulance Services			
2003 (n=348)	0.0	4.6	95.4
2001 (n=325)	0.3	4.6	95.1
1999 (n=352)	0.6	8.5	90.9
1997 (n=331)	0.3	4.2	95.5
1995 (n=317)	0.9	6.6	92.4
1992 (n=239)	0.4	6.7	92.9

#### Water Service

- Eleven percent of the respondents said that water service needs some improvement, and 3.1 percent reported water service needs much improvement (see Table 46B).
- The most common reasons given for "much improvement" was the taste and/or smell of the water and the lack of enough water pressure.

#### Parks

- Sixteen percent of the respondents reported that parks need some improvement, and 1.3 percent reported parks need much improvement
- The most common reason given for "much improvement" was the lack of fountains

#### Landscaping

- Nineteen percent of the respondents said that landscaping needs some improvement, and 1.3 percent reported that landscaping needs much improvement.
- The most common reason given for "much improvement" was that more landscaping was needed.

#### Police Protection

- Eight percent of the respondents indicated that police protection needs some improvement, and 1.3 percent reported that police protection needs much improvement.
- "More patrolling" (especially ticketing of speeders) was given as a reason for police services needing much improvement.

#### Fire Protection

- Six percent of the respondents indicated that fire protection needs some improvement, and 0.3 percent reported fire protection needs much improvement.
- The only comment given for fire protection needing much improvement was, "more firemen on the job needed, need to be better paid."

#### Ambulance Service

 Five percent of the respondents indicated that ambulance service needs some improvement and 0.0 percent reported ambulance service needs much improvement.

Table 47
Q27 Contact with Town Officials by Year

Had Contact	2003	2001	1999	1997	1995	1992
Yes	35.3	31.1	34.8	22.0	42.0	43.0
No	64.7	68.9	65.3	78.0	58.0	57.0

- Thirty-one percent of the respondents had contact with town officials in the last year (see Table 47).
- As shown in Table 48, respondents who were homeowners were most likely to contact town officials. The likelihood of contacting town officials also increased with age, income, education, and length of residence.

Table 48
Contact with Town Officials by Selected Demographics

	Percent R	esponding
	Yes	No
Length of residence		
3 to 12 months	16.7	83.3
1 to 5 years	32.2	67.8
6 to 10 years	37.8	62.2
More than 10 years	50.7	49.3
Home ownership		
Own	52.8	47.2
Rent	18.0	82.0
Age		
18 to 25	6.5	93.5
26 to 35	19.5	80.5
36 to 45	38.0	62.0
46 to 60	49.5	50.5
61 to 70	48.4	51.6
71 and over	22.0	78.0
Income		
Under \$10,000	0.0	100.0
\$10,001 to \$25,000	23.8	76.2
\$25,001 to \$50,000	28.2	71.8
\$50,001 to \$75,000	27.6	72.4
\$75,001 to \$100,000	42.6	57.4
Over \$100,000	46.3	53.7

	Percent R	Percent Responding		
	Yes	No		
Education				
High school or less	22.2	77.8		
Some college	28.7	71.3		
College grad	39.1	60.9		
Grad school/degree	42.9	57.1		

#### Table 49 Q27A Person Contacted (n=136)

Person Contacted	Percentage
	Responding
Police	18.4
Parks and Recreation	16.2
Garbage Collection/large item pick up/recycle	10.3
City Manager	8.8
Animal Control	8.8
Mayor or Council	7.4
Water Department	7.4
Street maintenance	5.1
Planning and Zoning	4.4
Health Department	3.7
Fire	2.2
Tax Office	2.2
Inspections	1.5
Other	3.7

Table 50 Q27B/Q27C Results of Contact with the Town by Year

	Percent Responding Yes						
	2003	2001	1999	1997	1995	1992	
Q27B Satisfied with							
results of contact	81.6	83.6	86.1	79.8	84.5	79.7	
Q27C Person contacted							
courteous/helpful	96.4	96.7	95.6	96.6	91.6	89.4	

- As shown in Table 49, the police department was the most common town contact (18.4 percent) followed by parks and recreation (16.2 percent), the garbage collection department (10.3 percent), the city manager (8.8 percent), the animal control department (8.8 percent), and the mayor or town council (7.4 percent).
- Those who contacted the town were then asked whether the results of the contact were satisfactory, and if the individuals contacted were courteous and helpful (see Table 50). The majority of respondents (81.6 percent) were satisfied with the results of their contact. A large majority (96.4 percent) thought the person or persons they dealt with were courteous and helpful. These findings appear to be consistent with those of previous years.
- A larger percentage of homeowners (89.5 percent) were satisfied with the results of their contact compared to renters (58.3 percent).

Figure 32
Q28 Ratings of Town Management
(n=391)

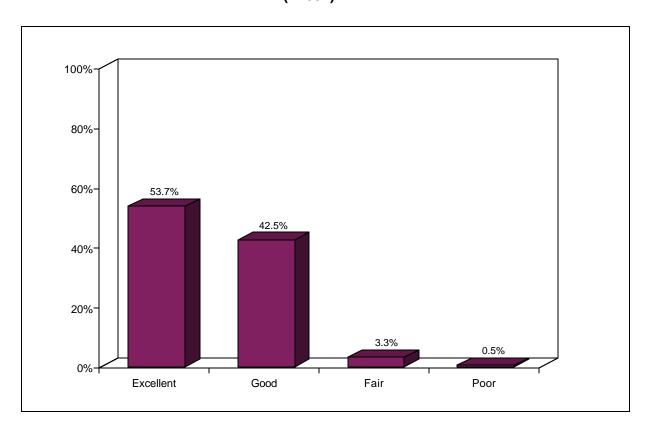


Table 51
Ratings of Town Management by Year

	2003	2001	1999	1997	1995	1992
Excellent	53.7	53.2	54.0	53.0	41.2	32.0
Good	42.5	43.7	41.7	44.4	52.6	54.9
Fair	3.3	2.3	3.8	2.0	3.9	10.0
Poor	0.5	0.8	0.5	0.5	2.3	3.1

 Respondents were asked to rate how well Addison was managed (see Figure 32 and Table 51). This year as in 2001, the percentage of "excellent" ratings were the largest portion of the responses (53.7 percent). Forty-three percent of the respondents rated town management as good.

#### A. News Sources

Figure 33
Q29 Get Enough Information about Addison (n=396)

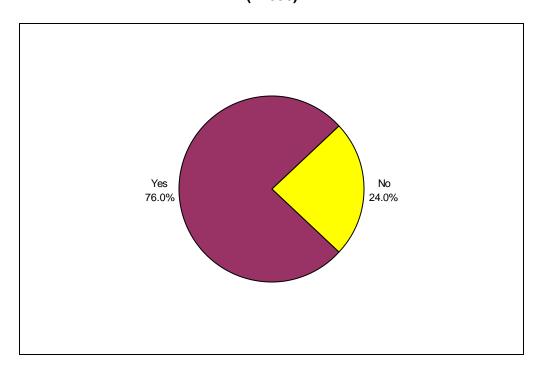


Table 52
Get Enough Information about Addison by Year

	2003	2001	1999	1997	1995
Yes	76.0	78.7	78.5	78.2	67.6
No	24.0	21.3	21.5	21.8	32.4

- Respondents were asked if they thought they got enough information about issues and problems facing the town. As shown in Figure 33 and Table 52, 76.0 percent said they received enough information.
- The percentages of the respondents who reported that they received enough information about the town increased as age increased (see Table 53).
   Respondents with children under 6 and between 13 and 18 were less likely to report that they received enough information about the town than respondents without children of these ages. Eighty percent of male respondents and 71.9 of female respondents reported that they received enough information about the town.

# Table 53 Get Enough Information about Addison By Selected Demographics

	Percent Responding	
	Yes	No
Age		
18 to 25	71.0	29.0
26 to 35	70.1	29.9
36 to 45	72.5	27.5
46 to 60	75.0	25.0
61 to 70	78.3	21.7
71 and over	95.1	4.9
Children under 6 living at home		
Yes	62.2	37.8
No	77.4	22.6
Children 13 to 18 living at home		
Yes	55.6	44.4
No	77.0	23.0
Gender		
Female	71.9	28.1
Male	80.2	19.8

Figure 34
Q31 Source of News about Addison (n=390)

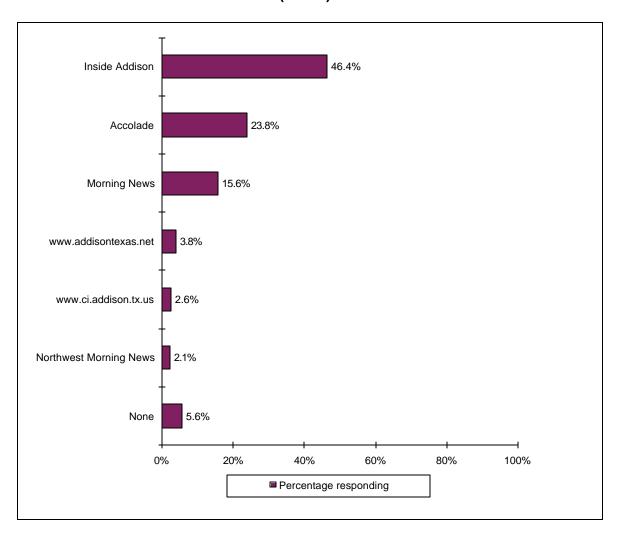


Table 54
Source of News about Addison by Year

	2003	2001	1999	1997	1995
Inside Addison	46.4	46.0	52.9	48.4	34.9
Accolade	23.8	26.9	23.8	27.0	19.1
Morning News	15.6	17.6	9.9	13.2	19.1
www.addisontexas.net	3.8	n.a.	n.a.	n.a.	n.a.
www.ci.addison.tx.us	2.6	n.a.	n.a.	n.a.	n.a.
Northwest Morning News	2.1	2.6	8.9	7.0	22.2
None	5.6	6.9	4.6	4.2	4.7

 To ascertain where Addison residents obtained most of their information about the town, respondents were read a list of sources and asked to name the one that provided them the most Addison news. As Figure 34 and Table 54 indicate, 46.4 percent of the respondents named Inside Addison, followed by the Accolade (23.8)

- percent), and the <u>Dallas Morning News</u> (15.6 percent). Smaller percentages of the respondents obtained most of their information about the town from www.addisontexas.net (3.8 percent), www.ci.addison.tx.us (2.6 percent), and the Northwest Morning News (2.1 percent).
- While both female (47.7 percent) and male respondents (45.0 percent) read <u>Inside Addison</u> in fairly equal percentages, female respondents were more likely to read the <u>Accolade</u> (28.1 percent) and less likely to read the <u>Dallas Morning News</u> (10.6 percent). Male respondents were more likely to read the <u>Dallas Morning News</u> (20.9 percent) and less likely to read the <u>Accolade</u> (19.4 percent). Forty-nine percent of renters reported reading the <u>Inside Addison</u> newsletter compared to 44.3 percent of homeowners. Homeowners (30.4 percent) were more likely than renters (17.3 percent) to report reading the <u>Accolade</u>.
- Respondents were asked if <u>Inside Addison</u> was useful in providing information about Addison, and 89.5 percent of the respondents said that the newsletter was useful. Respondents without children under age 6 (91.0 percent) or between ages 6 and 12 (90.3 percent) living at home were more likely to report that <u>Inside Addison</u> is useful in providing information about Addison than respondents with children under age 6 (75.7 percent) or between ages 6 and 12 (72.2 percent).

Figure 35
Q41 Have Personal Computer at Home (n=400)

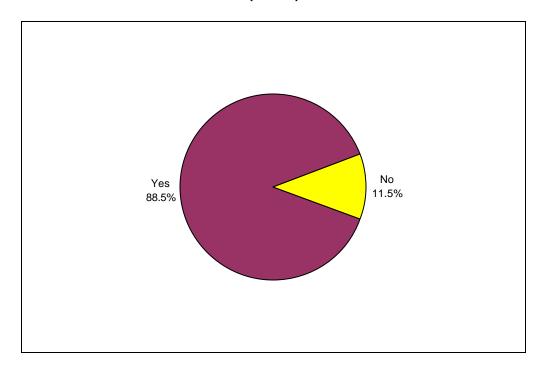


Table 55
Have Personal Computer at Home by Year

	2003	2001
Yes	88.5	86.1
No	11.5	13.9

- When asked if they had a personal computer at home, 88.5 percent of the respondents reported that they did have a home computer (see Figure 35 and Table 55).
- As shown in Table 56, homeowners were more likely than renters to have a home computer. Percentages decreased as age increased and generally increased as income increased.
- Of the group with a home computer, 96.0 percent also had Internet access. Of all respondents in the sample, 84.8 percent had Internet access.

Table 56
Home Personal Computer by Selected Demographics

	Percent Re	esponding
	Yes	No
Home ownership		
Own	92.5	7.5
Rent	84.5	15.5
Age		
18 to 25	83.9	16.1
26 to 35	97.4	2.6
36 to 45	90.1	9.9
46 to 60	91.1	8.9
61 to 70	83.9	16.1
71 and over	70.7	29.3
Income		
Under \$10,000	80.0	20.0
\$10,001 to \$25,000	42.9	57.1
\$25,001 to \$50,000	87.1	12.9
\$50,001 to \$75,000	94.3	5.7
\$75,001 to \$100,000	94.4	5.6
Over \$100,000	94.7	5.3

Figure 36
Q32 Aware of Addison Web Site (www.ci.addison.tx.us)
(n=399)

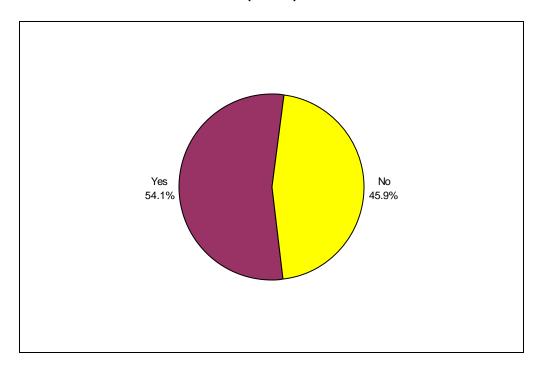


Table 57
Aware of Addison Web Site by Year

	2003	2001	1999
Yes	54.1	51.0	37.8
No	45.9	49.0	62.2

- When asked if they were aware of Addison's web site for residents and local businesses, 51.0 percent of the respondents reported that they were aware (see Figure 36 and Table 57). This shows a steady increase from 1999 when 37.8 percent of the respondents reported that they were aware of Addison's web site.
- As shown in Table 58, awareness of Addison's web site increased as education increased, varied with income, and was greatest among respondents age 46 to 60.

Table 58
Aware of Addison Web Site by Selected Demographics

	Percent I	Responding
	Yes	No
Age		
18 to 25	48.4	51.6
26 to 35	59.7	40.3
36 to 45	60.0	40.0
46 to 60	57.1	42.9
61 to 70	48.4	51.6
71 and over	31.7	68.3
Education		
High school or less	40.0	60.0
Some college	46.5	53.5
College grad	57.0	43.0
Grad school/degree	63.3	36.7
Income		
Under \$10,000	20.0	80.0
\$10,001 to \$25,000	28.6	71.4
\$25,001 to \$50,000	61.2	38.8
\$50,001 to \$75,000	49.4	50.6
\$75,001 to \$100,000	61.1	38.9
Over \$100,000	55.8	44.2

Figure 37
Q32A Visited Addison Web Site (www.ci.addison.tx.us)
(n=214)

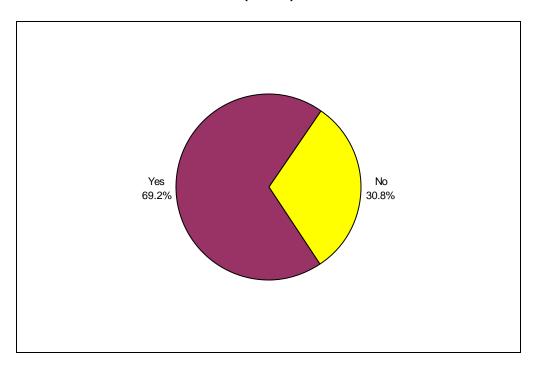
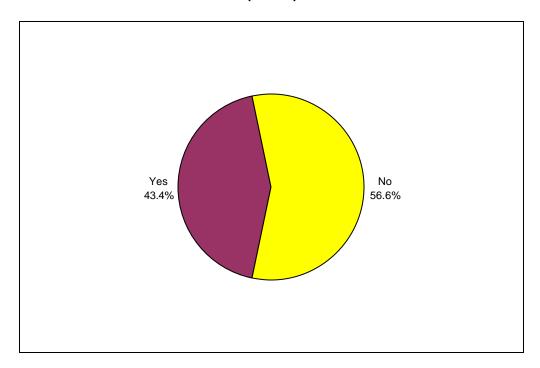


Table 59
Visited Addison Web Site by Year

	2003	2001
Yes	69.2	62.9
No	30.8	37.1

- Respondents who were aware of Addison's web site were asked if they had ever visited the web site. As shown in Figure 37, 69.2 percent of respondents who were aware of the web site visited the web site.
- Visiting the web site decreased with age: 18 to 25 (66.7 percent), 26 to 35 (78.3 percent), 36 to 45 (78.6 percent), 46 to 60 (75.8 percent), 61 to 70 (56.7 percent), and 71 and over (7.7 percent).

Figure 38
Q33 Aware of Addison Web Site (www.addisontexas.net)
(n=396)



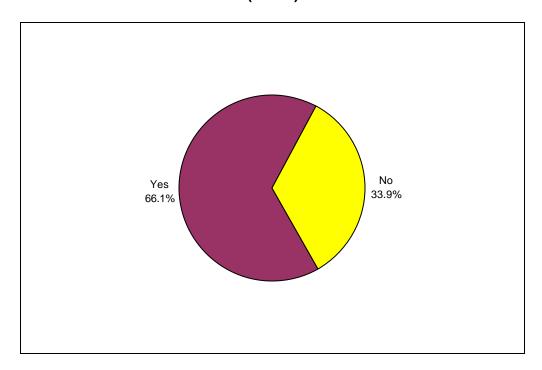
- When asked if they were aware of Addison's web site for entertainment, special
  events, hotels and restaurants, 43.4 percent of the respondents reported that they
  were aware (see Figure 38). This is the first time this question has appeared in the
  survey instrument.
- As shown in Table 60, awareness of Addison's web site generally decreased as age and length of residency increased and varied with employment status.

Table 60
Aware of Addison Web Site (www.addisontexas.net)
By Selected Demographics

	Percent R	esponding
	Yes	No
Length of residence		
3 to 12 months	23.5	76.5
1 to 5 years	50.3	49.7
6 to 10 years	41.1	58.9
More than 10 years	37.0	63.0
Age		
18 to 25	38.7	61.3
26 to 35	51.9	48.1
36 to 45	45.7	54.3
46 to 60	51.8	48.2
61 to 70	33.9	66.1
71 and over	22.5	77.5
Employment status		

	Percent Responding	
	Yes	No
Full-time	47.2	52.8
Part-time	45.8	54.2
Unemployed	57.1	42.9
Retired	27.0	73.0
Student	33.3	66.7
Homemaker	50.0	50.0

Figure 39
Q33A Visited Addison Web Site (www.addisontexas.net)
(n=168)



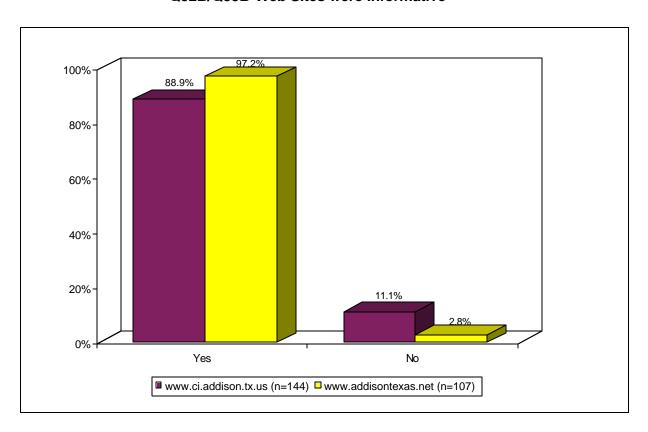
- Respondents who were aware of Addison's web site for entertainment were asked if
  they had ever visited the web site. As shown in Figure 39, 66.1 percent of
  respondents who were aware of the web site visited the web site.
- As shown in Table 61, visiting the web site decreased with length of residence, and varied with employment status and income.

Table 61
Visited Addison's Web Site (www.addisontexas.net)
By Selected Demographics

	Percent R	esponding
	Yes	No
Length of residence		
3 to 12 months	87.5	12.5
1 to 5 years	71.7	28.3
6 to 10 years	62.2	37.8
More than 10 years	41.7	58.3
Employment status		
Full-time	70.4	29.6
Part-time	54.5	45.5
Unemployed	87.5	12.5
Retired	50.0	50.0
Student	50.0	50.0
Homemaker	33.3	66.7
Income		
Under \$10,000	0.0	100.0

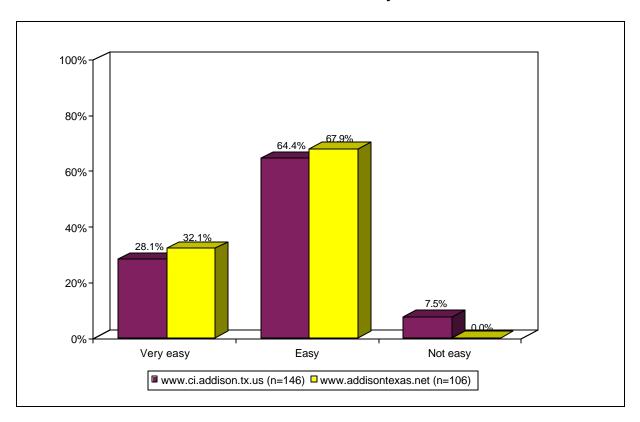
	Percent Responding	
	Yes	No
\$10,001 to \$25,000	28.6	71.4
\$25,001 to \$50,000	76.9	23.1
\$50,001 to \$75,000	69.0	31.0
\$75,001 to \$100,000	72.0	28.0
Over \$100,000	69.7	30.3

Figure 40 Q32B/Q33B Web Sites were Informative



- Respondents who had visited Addison's respective web sites were asked if they or
  the member of their household had been able to find the information they needed.
  As shown in Figure 40, a large majority of the respondents who had visited the sites
  were able to find the information they needed. These questions were new to the
  survey instrument in 2003.
- Female respondents (94.6 percent) were more likely than male respondents (82.9 percent) to report they found the information they needed on the www.ci.addison.tx.us web site.

Figure 41 Q32C/Q33C Web Sites were Easy to Use



- Respondents who had visited Addison's respective web sites were asked if they were easy to use. As shown in Figure 41, over 90 percent of the respondents who visited the web sites found them very easy or easy to use. These questions were added for the first time in 2003.
- Visitors to www.ci.addison.tx.us who answered "not easy" gave several reasons: the
  information they were seeking was not available on the web site (park bookings,
  airport financial information, and calendar of town council meetings); the navigation
  buttons did not say enough about where the links went; and there were too many
  levels to reach some information and a short cut was needed.

Figure 42
Q40 Attended a Town Meeting in Past Year
(n=399)

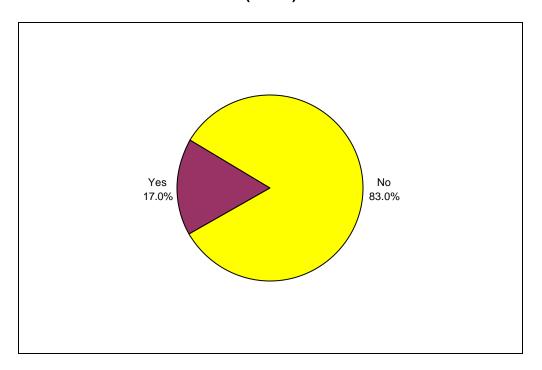


Table 62
Attended a Town Meeting in Past Year by Year

	2003	2001	1999	1997	1995
Yes	17.0	14.4	10.2	12.5	20.0
No	83.0	85.6	89.8	87.5	80.0

- Survey respondents were asked whether they had attended a town meeting in the
  past year, and 17 percent reported that they had attended (see Figure 42 and Table
  62).
- The percentages of respondents who had attended a town meeting generally increased by length of residence, age, income, and education (see Table 63). A greater percentage of homeowners (27.6 percent) said they had been to a town meeting than renters (6.5 percent). Respondents without children under 6 living at home (18.5 percent) were more likely to have attended a town meeting than respondents with children under 6 living at home (2.7 percent)
- Ninety-four percent of respondents who had attended a town meeting indicated that the town meetings are a good method for the town to gain citizen input.

# Table 63 Attended a Town Meeting in Past Year by Selected Demographics

	Percent Responding		
	Yes	No	
Length of residence			
3 to 12 months	5.6	94.4	
1 to 5 years	11.1	88.9	
6 to 10 years	30.8	69.2	
More than 10 years	22.2	77.8	
Home ownership			
Own	27.6	72.4	
Rent	6.5	93.5	
Age			
18 to 25	3.2	96.8	
26 to 35	6.5	93.5	
36 to 45	10.0	90.0	
46 to 60	17.0	83.0	
61 to 70	35.5	64.5	
71 and over	22.0	78.0	
Income			
Under \$10,000	0.0	100.0	
\$10,001 to \$25,000	4.8	95.2	
\$25,001 to \$50,000	8.2	91.8	
\$50,001 to \$75,000	12.6	87.4	
\$75,001 to \$100,000	20.4	79.6	
Over \$100,000	28.7	71.3	
Education			
High school or less	6.7	93.3	
Some college	11.9	88.1	
College grad	20.4	79.6	
Grad school/degree	21.6	78.4	
Children under 6 living at home			
Yes	2.7	97.3	
No	18.5	81.5	

#### **B.** Cable Television

Figure 43
Q26B Experienced Problem with Cable Reception in Past 6 Months (n=238)

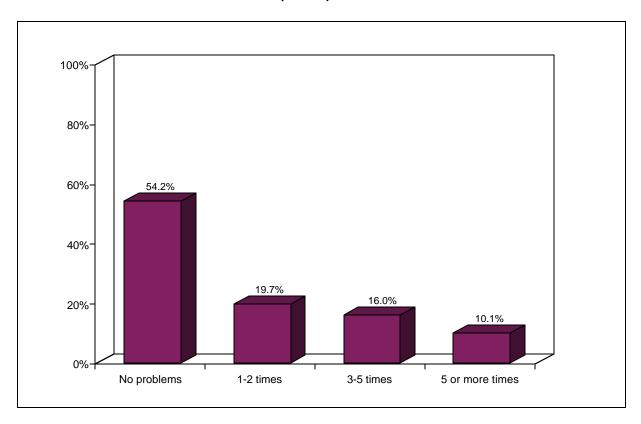


Table 64
Experienced Problem with Cable Reception in Past 6 Months by Year

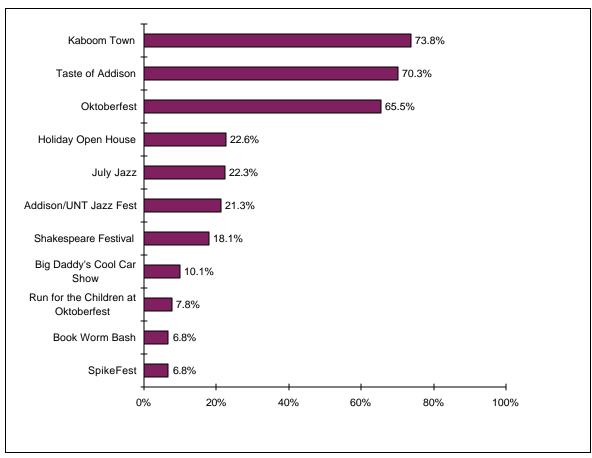
	2003	2001	1999	1997	1995
No problems	54.2	50.6	22.1	35.4	37.5
1-2 times	19.7	12.9	16.2	19.2	24.0
3-5 times	16.0	13.7	22.5	15.5	23.6
5 or more times	10.1	22.9	39.1	29.9	15.0

- Respondents were asked whether they had cable television in their homes, and 60.8 percent said they did have cable service. Two-thirds of homeowners (66.2 percent) and over half (55.5 percent) of renters had cable television in their home. Respondents with a high school education or less (79.5 percent) were more likely to have cable television in their home than respondents with higher levels of education: some college (56.4 percent), college grad (57.2 percent), and grad school/degree (60.8 percent).
- AT&T Cable supplied service to 77.0 percent of the subscribers, and Charter Communications supplied 4.8 percent. Eighteen percent subscribed to neither

- service. Homeowners (92.8 percent) were more likely than renters (58.1 percent) to subscribe to AT&T Cable. Nearly one-third (32.4 percent) of renters subscribed to neither service compared to 6.4 percent of homeowners.
- Respondents who had cable service were asked if they had experienced any service
  or reception problems in the past six months (see Figure 43 and Table 64). The
  number of people reporting reception problems appears to have decreased since
  1999 (see Table 64).
- When asked if they were generally satisfied with the cable service being offered in Addison, 77.5 percent reported they were satisfied (compared to 76.5 percent in 2001,45.7 percent in 1999, 52.6 percent in 1997, 72.2 percent in 1995, and 75.8 percent in 1992). The percentages of the respondents who were satisfied with Addison cable service generally decreased as income increased, ranging from a high of 100.0 percent for respondents with under \$10,000 annual income to a low of 64.6 percent of respondents who earned over \$100,000 annually.

# A. Special Events





 Respondents were asked whether they attended any of the 11 town-sponsored special events listed (see Figure 44 and Table 65). Several of the events were attended by a majority of the respondents. The percentage of respondents attending any of these events generally increased as the respondents' income increased.

Table 65
Attendance at Special Events by Year

Event	2003	2001	1999	1997	1995	1992
Kaboom Town	73.8	75.3	57.5	51.8	54.1	57.1
Taste of Addison	70.3	67.7	57.6	57.5	52.2	n.a.
Oktoberfest	65.5	58.1	56.8	57.1	65.0	65.3
Holiday Open House	22.6	17.5	20.8	n.a.	n.a.	n.a.
July Jazz	22.3	n.a.	n.a.	n.a.	n.a.	n.a.
Addison/UNT Jazz Fest	21.3	19.0	n.a.	n.a.	n.a.	n.a.
Shakespeare Festival	18.1	18.2	n.a.	n.a.	n.a.	n.a.
Big Daddy's Day Weekend						
Cool Car Show	10.1	n.a.	n.a.	n.a.	n.a.	n.a.
Run for the Children at	_					

Event	2003	2001	1999	1997	1995	1992
Oktoberfest	7.8	7.5	5.2	n.a.	n.a.	n.a.
SpikeFest	6.8	10.5	8.7	10.1	7.7	n.a.
Book Work Bash	6.8	n.a.	n.a.	n.a.	n.a.	n.a.

- Kaboom Town was the event attended by the highest percentage of respondents with 73.8 percent reporting attendance. Attendance was similar to that in 2001. As shown in Table 66, attendance varied by age and employment status. Eighty-three percent of homeowners reported they attended Kaboom Town compared to 65.0 percent of renters. The percentages generally increased with length of residence, income, and education. Respondents without children under 6 at home (75.2 percent) were more likely to attend Kaboom Town than respondents with children under 6 living at home (59.5 percent).
- Taste of Addison was next with 70.3 percent of respondents attending. Attendance increased with length of residence, income and education, and varied with age and employment status (see Table 67). Three-quarters (76.5 percent) of homeowners and 64.0 percent of renters attended Taste of Addison.
- Oktoberfest was next with 65.5 percent of respondents reporting attendance. As shown in Table 68, attendance was most common among homeowners. Attendance varied by age and employment status, and generally increased with length of residence, income, and education.
- Holiday Open House was attended by 22.6 percent of the respondents. Attendance generally increased with age and length of residence, and varied with employment status (see Table 69). Attendance was higher among homeowners, female respondents, respondents without children 13 to 18 living at home.
- Twenty-two percent of the respondents reported attending the July Jazz event. The
  percentages of the respondents who attended July Jazz generally decreased as age
  increased: 18 to 25 (19.4 percent), 26 to 35 (26.0 percent), 36 to 45 (28.2 percent),
  46 to 60 (26.8 percent), 61 to 70 (14.5 percent), and 71 and over (5.0 percent).
- The Addison/UNT Jazz Fest was attended by 21.3 percent of respondents. Respondents without children under 6 living at home (22.6 percent) were more likely to attend the Addison/UNT Jazz Fest than respondents with children under 6 living at home (8.1 percent).
- Eighteen percent of respondents attended the Shakespeare Festival (18.1 percent). Respondents without children under 6 living at home (19.4 percent) were more likely to attend the Shakespeare Festival than respondents with children under 6 living at home (5.4 percent).
- Big Daddy's Day Weekend Cool Car Show was attended by 10.1 percent of the respondents. Thirteen percent of male respondents and 6.9 percent of female respondents reported attending this event.
- Run for the Children at Oktoberfest was attended by 7.8 percent of the respondents.
   There were no statistically significant differences among demographic groups regarding attendance of this event.
- Seven percent of the respondents attended SpikeFest. There were no statistically significant differences among demographic groups regarding attendance of this event.

- Seven percent of the respondents attended the Book Work Bash. There were no statistically significant differences among demographic groups regarding attendance of this event.
- As a follow-up to the events attendance question, respondents were asked whether it was beneficial for the town to sponsor such special events, and 98.5 percent responded "yes." This compares to 98.0 percent in 2001, 96.5 percent in 1999, 96.3 percent in 1997, 97.4 percent in 1995, and 95.6 percent in 1992.

Table 66
Attended Kaboom Town by Selected Demographics

	Percent R	esponding
	Yes	No
Length of residence		
3 to 12 months	55.6	44.4
1 to 5 years	71.9	28.1
6 to 10 years	76.9	23.1
More than 10 years	83.6	16.4
Home ownership		
Own	82.5	17.5
Rent	65.0	35.0
Age		
18 to 25	48.4	51.6
26 to 35	74.0	26.0
36 to 45	76.1	23.9
46 to 60	81.3	18.8
61 to 70	72.6	27.4
71 and over	68.3	31.7
Employment status		
Full-time	76.7	23.3
Part-time	80.0	20.0
Unemployed	55.2	44.8
Retired	73.3	26.7
Student	41.7	58.3
Homemaker	80.0	20.0
Income		
Under \$10,000	0.0	100.0
\$10,001 to \$25,000	52.4	47.6
\$25,001 to \$50,000	69.4	30.6
\$50,001 to \$75,000	72.4	27.6
\$75,001 to \$100,000	87.0	13.0
Over \$100,000	81.1	18.9

	Percent Responding		
	Yes	No	
Education			
High school or less	60.0	40.0	
Some college	64.4	35.6	
College grad	79.6	20.4	
Grad school/degree	79.6	20.4	
Children under 6 living at home			
Yes	59.5	40.5	
No	75.2	24.8	

Table 67
Attended Taste of Addison By Selected Demographics

	Percent R	esponding
	Yes	No
Length of residence		
3 to 12 months	41.7	58.3
1 to 5 years	71.4	28.6
6 to 10 years	73.6	26.4
More than 10 years	76.7	23.3
Home ownership		
Own	76.5	23.5
Rent	64.0	36.0
Age		
18 to 25	54.8	45.2
26 to 35	76.6	23.4
36 to 45	67.6	32.4
46 to 60	78.6	21.4
61 to 70	67.7	32.3
71 and over	56.1	43.9
Employment status		
Full-time	73.7	26.3
Part-time	68.0	32.0
Unemployed	58.6	41.4
Retired	64.0	36.0
Student	41.7	58.3
Homemaker	90.0	10.0
Income		
Under \$10,000	0.0	100.0
\$10,001 to \$25,000	23.8	76.2
\$25,001 to \$50,000	69.4	30.6
\$50,001 to \$75,000	66.7	33.3
\$75,001 to \$100,000	79.6	20.4
Over \$100,000	83.2	16.8

	Percent Responding	
	Yes No	
Education		
High school or less	48.9	51.1
Some college	65.3	34.7
College grad	76.3	23.7
Grad school/degree	76.5	23.5

Table 68
Attended Oktoberfest By Selected Demographics

	Percent R	esponding
	Yes	No
Length of residence		
3 to 12 months	22.2	77.8
1 to 5 years	63.3	36.7
6 to 10 years	78.0	22.0
More than 10 years	78.1	21.9
Home ownership		
Own	73.0	27.0
Rent	58.0	42.0
Age		
18 to 25	22.6	77.4
26 to 35	71.4	28.6
36 to 45	66.2	33.8
46 to 60	72.3	27.7
61 to 70	69.4	30.6
71 and over	58.5	41.5
Employment status		
Full-time	67.8	32.2
Part-time	72.0	28.0
Unemployed	41.4	58.6
Retired	66.7	33.3
Student	33.3	66.7
Homemaker	80.0	20.0
Income		
Under \$10,000	0.0	100.0
\$10,001 to \$25,000	33.3	66.7
\$25,001 to \$50,000	67.1	32.9
\$50,001 to \$75,000	60.9	39.1
\$75,001 to \$100,000	68.5	31.5
Over \$100,000	75.8	24.2
Education		
High school or less	46.7	53.3
Some college	53.5	46.5
College grad	71.7	28.3

	Percent R	esponding
	Yes	No
Grad school/degree	77.6	22.4

# Table 69 Attended Holiday Open House By Selected Demographics

	Percent R	esponding
	Yes	No
Length of residence		
3 to 12 months	0.0	100.0
1 to 5 years	17.1	82.9
6 to 10 years	33.0	67.0
More than 10 years	35.6	64.4
Home ownership		
Own	33.7	66.3
Rent	11.5	88.5
Age		
18 to 25	3.2	96.8
26 to 35	9.1	90.9
36 to 45	11.3	88.7
46 to 60	32.1	67.9
61 to 70	33.9	66.1
71 and over	32.5	67.5
Gender		
Female	28.2	71.8
Male	16.8	83.2
Employment status		
Full-time	17.8	82.2
Part-time	32.0	68.0
Unemployed	10.3	89.7
Retired	40.5	59.5
Student	8.3	91.7
Homemaker	25.0	75.0
Children 13 to 18 living at home		
Yes	0.0	100.0
No	23.6	76.4

# **B. DART**

Figure 45
Q39 Usage of DART Bus in the Past 6 Months (n=399)

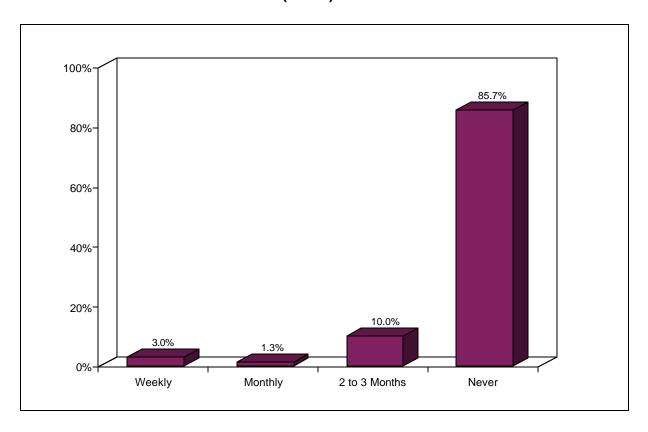


Table 70
Usage of DART Bus in the Past 6 Months by Year

	2003	2001	1999	1997	1995
Weekly	3.0	3.5	3.5	2.2	2.5
Monthly	1.3	1.5	2.0	1.5	2.0
Once every 2 to 3 months	10.0	6.8	8.0	6.6	3.6
Never	85.7	88.2	86.5	89.7	91.9

 Respondents were also asked about the frequency of their use of Dallas Area Rapid Transit (DART) buses (see Figure 45). Addison residents' bus use has remained generally consistent since 1995 (see Table 70).

# **C.** Addison Airport

Figure 46 Q35 Airport Noise (n=400)

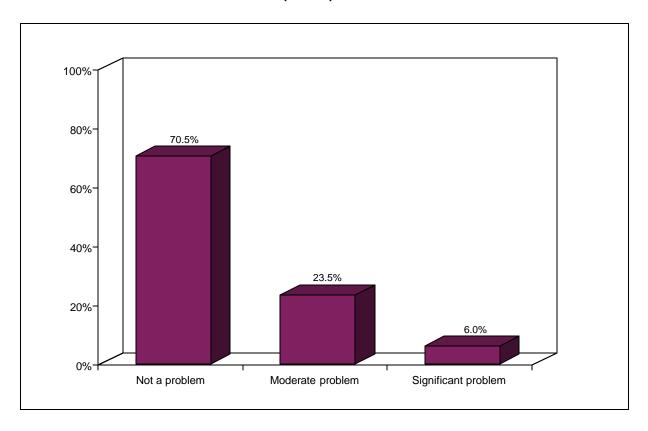


Table 71
Airport Noise by Year

	2003	2001	1999	1997	1995
Not a problem	70.5	76.9	74.1	86.0	77.2
Moderate problem	23.5	18.7	21.4	10.5	16.7
Significant problem	6.0	4.5	4.5	3.4	6.1

- Respondents were asked whether they considered the Addison Airport to be an important or unimportant asset to the town. A significant majority (84.9 percent) responded that the airport was an important asset. This finding has remained generally consistent since 1995: 87.0 percent in 2001; 87.8 percent in 1999; 87.8 percent in 1997; and 86.8 percent in 1995.
- A subsequent question asked whether noise from the airport was a significant problem, a moderate problem, or not a problem to residents (see Figure 46 and Table 71). A large majority (70.5 percent) indicated that airport noise was "not a problem."

#### D. Postal Service

Figure 47
Q36 Postal Service Compared to Other Communities (n=388)

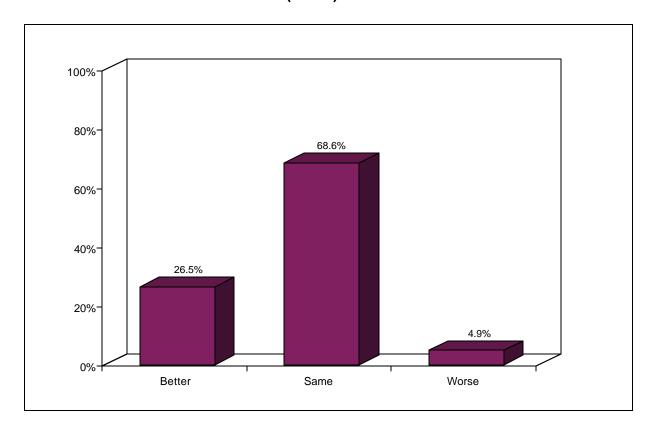


Table 72
Postal Service Compared to Other Communities by Year

	2003	2001	1999	1997	1995
Better	26.5	24.3	22.2	12.1	11.3
Same	68.6	68.5	63.1	73.6	69.6
Worse	4.9	7.2	14.7	14.4	19.1

- Respondents were asked to compare postal service in Addison to delivery in other communities. As Figure 47 indicates, the majority of respondents (68.5 percent) thought postal service was the same in Addison as it was elsewhere, 7.2 percent thought it was worse, and 24.3 percent thought it was better. These percentages appear to have improved since 1997 (see Table 72).
- When respondents were asked to rate the maintenance of the Post Office on Airport Parkway, 89.9 percent said it was excellent (52.3 percent) or good (37.6 percent). Ninety-one percent of respondents without children age 6 to 12 living at home rated the maintenance of the Post Office on Airport Parkway as excellent or good compared to 76.4 percent of the respondents with children age 6 to 12 living at home.

### E. Quality of Life

Figure 48
Q25 Ratings of Addison as a Place to Live (n=400)

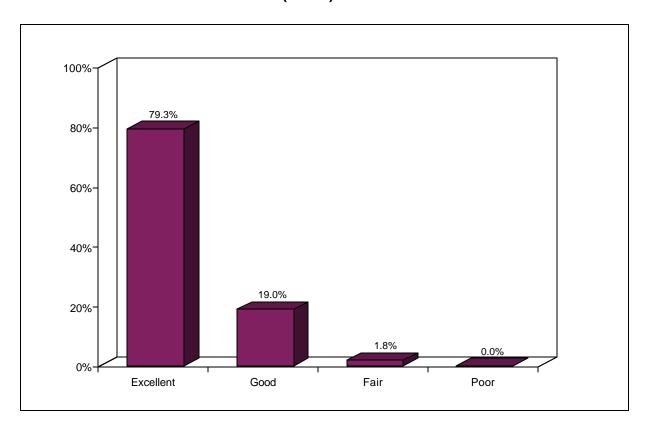


Table 73
Ratings of Addison as a Place to Live by Year

	2003	2001	1999	1997	1995	1992
Excellent	79.3	79.1	78.6	79.3	72.7	76.3
Good	19.0	20.4	19.2	20.0	25.6	22.4
Fair	1.8	0.5	2.2	0.5	1.5	1.1
Poor	0.0	0.0	0.0	0.2	0.3	0.3

- Respondents were asked how they rated Addison as a place to live. As is evident in Figure 48, and as might be expected from the positive responses to previous questions, respondents appear to be very satisfied with Addison as a place to live.
- A large majority (79.3 percent) rated Addison as an "excellent" place to live, followed by 20.4 percent who rated the town as "good." As Table 73 shows, Addison's quality of life ratings have remained consistently high over the survey years. Eighty-one percent of the respondents without children under 6 living at home rated the quality of life as "excellent," 17.9 percent as "good," and 1.1 percent as "fair." Sixty-two percent of the respondents with children under 6 living at home rated the quality of life as "excellent," 29.7 percent as "good," and 8.1 percent as "fair."

Table 74
Q47A Reasons Why Respondents Would Consider Leaving Addison by Year (n=87)

Reason	2003	2001	1999	1997	1995	1992
Cost/selection of housing	19.5	32.6	42.0	32.9	20.4	11.0
Job relocation	17.2	17.7	14.8	21.5	26.5	15.8
Buying/Building new home	14.9	n.a.	n.a.	n.a.	n.a.	n.a.
Moving out of state	8.0	7.6	n.a.	n.a.	n.a.	n.a.
Closer to family	8.0	9.8	n.a.	6.3	n.a.	n.a.
Access to public schools	5.7	9.5	2.5	2.6	4.1	6.6
Closer to job	4.6	4.3	1.2	7.5	2.0	n.a.
Need more living space	4.6	n.a.	n.a.	n.a.	n.a.	n.a.
Time for a change	4.6	n.a.	n.a.	n.a.	n.a.	n.a.
Retirement	3.5	6.5	6.2	n.a.	n.a.	n.a.
Unhappy at Apt Complex	3.5	n.a.	n.a.	n.a.	n.a.	n.a.
Congestion	3.5	n.a.	9.9	2.6	6.1	n.a.
High cost of living/taxes	n.a	3.3	n.a.	n.a.	n.a.	n.a.
Move to smaller town	n.a	1.1	14.8	10.1	2.0	n.a.
Other	2.3	7.6	8.6	16.5	n.a.	n.a.

- As a follow-up, respondents were asked if they planned to remain in Addison, and 82.0 percent responded "yes" (compared to 80.7 percent in 2001, 82.5 percent in 1999, 84.1 percent in 1997, and 86.4 percent in 1995).
- As shown in Table 75, a higher percentage of homeowners (91.7 percent) compared to renters (71.8 percent) said they would remain in Addison. The percentages increased with age, length of residence, and education, and were higher among respondents without children under 6 living at home (85.0 percent).
- As shown in Table 74, of those who thought they might leave, the most-mentioned reasons were the cost/selection of housing (19.5 percent), job relocation (17.2 percent), and buying/building a new home (14.9 percent).
- Respondents were asked if they would recommend Addison a good place to live to a friend or family member. Ninety-nine percent responded "yes."

Table 75
Plan to Remain in Addison by Selected Demographics

	Percent R	esponding
	Yes	No
Length of residence		
3 to 12 months	71.9	28.1
1 to 5 years	77.9	22.1
6 to 10 years	85.2	14.8
More than 10 years	93.0	7.0
Home ownership		
Own	91.7	8.3
Rent	71.8	28.2
Age		
18 to 25	67.9	32.1
26 to 35	68.1	31.9
36 to 45	73.4	26.6
46 to 60	91.7	8.3
61 to 70	87.9	12.1
71 and over	92.5	7.5
Education		
High school or less	83.3	16.7
Some college	73.7	26.3
College grad	81.7	18.3
Grad school/degree	90.1	9.9
Children under 6 living at home		
Yes	51.5	48.5
No	85.0	15.0

The results of the 2003 Addison Citizen Survey once again indicate a high overall level of general citizen satisfaction with municipal services. There is not one municipal service, town activity, or current issue that appears to emerge as a serious problem or concern. Also noteworthy are the very small percentages found at the lower end of the various rating scales used. Furthermore, when asked to rate the need for improvement regarding 11 city services, less than 6 percent of the respondents stated that any service needed "much improvement."

Addison citizens have positive perceptions of town services and administration. Ratings of town management in particular remain at a high level. For the fourth survey year in a row, "excellent" ratings of town management (53.7 percent) were higher than "good" ratings (42.5 percent) for a combined excellent/good rating of 96.2 percent. Nearly 100 percent rated Addison as an excellent (79.3 percent) or good (19.0 percent) place to live.

Several services appear to have shown increased usage or awareness in this year's survey. For example, library usage in 2003 (39.1 percent used the library at least every several months) appears to have increased since 2001 (32.4 percent). A larger percentage of the respondents rated the WaterTower Theatre as excellent in 2003 (61.0 percent) than in 2001 (54.4 percent). The "excellent" ratings for the recreation equipment have increased to 74.3 percent in 2003 from 43.0 percent in 2001. The "excellent" ratings (57.9 percent in 2003) have also increased since 2001 (47.7 percent) for the recreation programs. The excellent ratings for sign regulation have increased in 2003 (52.4 percent) over 2001 (44.7 percent). Animal control also showed improvement in the "excellent" ratings (44.5 percent in 2003; 37.5 percent in 2001). Visitation of Addison's web site for residents and local businesses appears to have increased from 62.9 percent of the respondents in 2001 to 69.2 percent of the respondents in 2003. The percentage of residents attending Oktoberfest also appeared to be higher in 2003 (65.5 percent) than in 2001 (58.1 percent).

Overall, findings from the 2003 Addison citizen survey show that residents have very favorable ratings of Addison as a place to live and appear to be quite supportive of the town and the direction being pursued by the council and staff.

appendix a: survey instrument

#### **ADDISON CITIZEN SURVEY 2003**

Hello, my name is I'm calling from the Survey Research Center at the University of North Texas. The Town of Addison is conducting a survey of its citizens and I would like to talk with any female/male age 18 or older. (TO RESPONDENT) The Town is conducting a survey to determine how citizens rate Town services and to discover citizen attitudes on certain major issues facing the Town. I want to stress that this survey is being conducted by the Town of Addison and not by a candidate for political office. The questions that I want to ask you will take about 15 minutes and your answers will be useful to the Town staff and council as they develop the budget for next year. All of your answers will be kept confidential. This project has been reviewed by the UNT Committee for the Protection of Human Subjects. If you have any questions, please call 1-800-687-7055.
<ol> <li>First, how long have you lived in Addison? (DO NOT READ RESPONSES WHEN ALL IN CAPS)</li> <li>LESS THAN 3 MONTHS (TERMINATE INTERVIEW)</li> <li>NO LONGER LIVE IN ADDISON (TERMINATE INTERVIEW)</li> <li>3 TO 12 MONTHS (ASK Q1A)</li> <li>1-5 YEARS (ASK Q1A)</li> <li>6-10 YEARS (ASK Q1A)</li> <li>MORE THAN 10 YEARS (ASK Q1A)</li> <li>NO RESPONSE/DON'T KNOW NR/DK (ASK Q1A)</li> </ol>
1A. Do you own your home or do you rent? 1. Own 2. Rent 9. NR/DK
<ol> <li>I would like to ask you a question about streets in the Town. How would you rate the condition of street and road surfaces in Addison? Would you rate them as excellent, good, fair, or poor?</li> <li>Excellent 2. Good 3. Fair 4. Poor 9. NR/DK</li> </ol>
<ul><li>3. Does the Town sweep the streets often enough?</li><li>1. Yes</li><li>2. No</li><li>9. NR/DK</li></ul>
<ul><li>4. Is the street lighting in your neighborhood adequate or inadequate?</li><li>1. Adequate 2. Inadequate 9. NR/DK</li></ul>
5. The Town of Addison buys library cards for its residents so that they can use the Farmers Branch or Dallas Public Library. How many times in the past year have you or members of your family used the Farmers Branch or Dallas Library? Was the library used weekly, at least once a month, once every several months, or never?

5a. Which of the two libraries, Farmer's Branch or Dallas, were used most often, or were they both used about equally?

9. NR/DK

3. Every several months (ASK Q5a)

4. Never (SKIP TO Q6)

1. Weekly (ASK Q5a)

2. Once a month (ASK Q5a)

C. Equally 9. NR/DK A. Farmer's Branch B. Dallas

<ol><li>Please tell me wh following parks in TO Q7)</li></ol>							SKIP
				<u>YES</u>	NO	NR/DK	
a. Town Park				1	2	9	
b. Midway Meado	ows/Easement	Park		1	2	9	
c. Dome Park				1	2	9	
d. Celestial Park				1	2	9	
	raina Trail			1	2	9	
e. White Rock Jog	gging Tran						
f. Quorum Park				1	2	9	
g. Bosque Park	D 1			1	2	9	
h. North Addison				1	2		
i. Les Lacs (prono		cks)		1	2	9	
j. Athletic Club P	ark			1	2	9	
k. Esplanade Park							
6A. Regarding the	parks in Add	ison:		<b>X</b> /EQ	NO	NID/DIZ	
A .1 11	1			YES 1	$\frac{NO}{2}$	NR/DK	
a. Are they well	-			1	2	9	
b. Are there end				1	2	9	
<ul><li>c. Do the parks opportunities</li></ul>	provide the ous s you are inter			1	2	9	
<ol> <li>Have you had an one</li> <li>Yes (ASK Q7A</li> <li>Would you rat</li> </ol>	) 2. N	o (SKIP T	O Q8)	9. NF	R/DK		
good, fair, or p	_	1					,
1. Excellent		ood	3. Fair	4. I	Poor	9. NR/I	OK
8. Have you or a men Theatre in the pas 1. Yes (ASK Q8A)	t year?	·	-		at the \	WaterTow	er
8A. How would you rate your 1. Excellent	•	excellent,		or poor?	ower T Poor	Theatre? V 9. NR/I	
9. Are you a member 1. Yes (ASK Q9A				9. NR/DK			
9A. How often do or never?	you go to the	Athletic C	lub Da	ily, several	times	a week, m	onthly,
1. Daily	2. Weekly	3. Mor	thly 4	4. Never	9. N	IR/DK	
9B. Currently the think the club also?		• •					•
1. Yes	2. No	9. NR/I	ΟK				

10. Have you or a member of your programs during the past you 1. Yes (ASK Q10A-C)	ear?	articipated in a	any of the Towr	n's recreational
1. 105 (11511 Q1011 0)	2.110 (512	10 (11)		
10A. How would you rate the		reational prog	grams? Would y	ou rate them as
excellent, good, fair, or 1. Excellent 2.	•	3. Fair	4. Poor	9. NR/DK
10B. Have you used the fitne 1. Yes (ASK Q10B.1) 2.			etic Club?	
10B.1. How would you 1. Excellent NR/DK	rate the qua 2. Go	•		
10C. Have you or a member in the past 12 months? 1. Yes 2. No	of your fam		rinity Christian	Athletic Center
10D. Have you used the tenn 1. Yes (ASK Q10D.1)	is facilities a	at the Athletic 2. No (SKIP)	-	t year?
10D.1. How often have 2-3 times per we once per week several times per about once a mo several times in t	ek or more monthly		ties in the past y	year?
<ul><li>11. Now I would like to ask yo buildings are well maintain</li><li>1. Well maintained</li><li>2. Adequately maintained</li></ul>	ed, adequate	ely maintained well maintain	l, or not well m	
12. How would you rate the Tow of-way? Are medians, island maintained, or not well main 1. Well maintained 2. Adequately maintained	ds, and right ntained?	-of-ways well well maintair	maintained, ad	
12A. In the past 12 months, of scheduled pick-up days 1. No, never missed	? IF YES A	-		
2. Yes, 1-2 times		s, 5 or more	9. NR/DK	
12B. The Town garbage collerate the overall impact of disposal?	of garbage c	ollection days	on your house	hold waste
1. Excellent 2.	Good	3. Fair	4. Poor	9. NR/DK

12C. (ASK ONLY OF NON-RENTERS) Town recycling pick up is Monday. How would you rate the overall impact of the recycling collection days on your household waste disposal?					
1. Excellent 2. Good 3. Fair 4. Poor 9. NR/DK					
<ul> <li>13. The Town has a private company picking up trash, but Addison's Street Department responds to individual requests for collection of brush, tree limbs, and other large items. In the past 12 months have you called the Town for a special pickup?</li> <li>1. Yes (ASK Q13A)</li> <li>2. No (SKIP TO Q14)</li> <li>9. NR/DK</li> </ul>					
13A. Were you very satisfied, satisfied, or not satisfied with the service the Town provided in response to your pickup request?					
1. Very satisfied 2. Satisfied 3. Not satisfied 9. NR/DK					
<ul><li>14. Is there a recycling program operating in your neighborhood?</li><li>1. Yes (ASK Q14A)</li><li>2. No (SKIP TO Q15)</li><li>9. NR/DK</li></ul>					
<ul><li>14A. Do you participate in the recycling program?</li><li>1. Yes</li><li>2. No</li><li>9. NR/DK</li></ul>					
<ul><li>14B. Would you rate the recycling program as excellent, good, fair, or poor?</li><li>1. Excellent 2. Good 3. Fair 4. Poor 9. NR/DK</li></ul>					
15. Now please think about emergency services in Addison. Compared to police services in other communities, do you think Addison has better, about the same, or worse police service?					
1. Better 2. Same 3. Worse 9. NR/DK					
<ul><li>16. Have you or has anyone in your household been a crime victim or a witness to any criminal activity that occurred in the Town of Addison within the past 12 months?</li><li>1. Yes (ASK Q16A)</li><li>2. No (SKIP TO Q17)</li><li>9. NR/DK</li></ul>					
<ul><li>16A. Was the crime or the witnessed criminal activity reported to the police?</li><li>1. Yes</li><li>2. No</li><li>9. NR/DK</li></ul>					
17. Have you ever had to use fire service in a community other than Addison?  1. Yes (ASK Q17A)  2. No (SKIP to Q18)  9. NR/NR					
17A. Do you think Addison has better, about the same, or worse fire service?  1. Better 2. Same 3. Worse 9. NR/DK					
18. Have you or anyone in your household called for a Addison ambulance during the past 12 months?					
1. Yes (ASK Q18A) 2. No (SKIP TO Q19) 9. NR/DK					
18A. How would you rate the ambulance service? Would you rate it as excellent, good, fair, or poor?					
1 Excellent 2 Good 3 Fair 4 Poor 9 NR/DK					

19. The Town of Addison regulates land use through zoning ordinances. Would you rate Addison's zoning as excellent, good, fair, or poor?					
_	Good	-		4. Poor	9. NR/DK
<ul> <li>20. Addison also regulates the size, location, and visual characteristics of signs. Would you rate the appearance of signs in the Town as excellent, good, fair, or poor?</li> <li>1. Excellent 2. Good 3. Fair 4. Poor 9. NR/DK</li> <li>21. We have talked about a number of Town services so far. Now I am going to mention some of those services again. After I mention each service please tell me whether that service needs much, some, or no improvement.</li> </ul>					
	Much			NR/DK	
•	1		3	9	
Street Maintenance				9	
Library Services	1	2	3	9	
Parks	1	2	3	9	
Recreational Services		2	3	9	
Police Protection	1	2	3	9	
Fire Protection	1	2	3	9	
Ambulance Service Code Enforcement		2 2	3	9 9	
Landscaping	1	2	3	9	
Water Service	1	2	3	9	
,, a.e. 201, 100	•	_	J		
NEEDED ASK: You mentio what needs improving?  Service (list):  1.  2.  3.  4.					
23. How would you rate Addison's animal control program? Would you rate it as excellent, good, fair, or poor?					
1. Excellent 2. Good		air	4. P	oor 9	. NR/DK
<ul><li>24. Do you think that pet owners do an excellent, good, fair, or poor job of cleaning up after their pets in public places?</li><li>1. Excellent 2. Good 3. Fair 4. Poor 9. NR/DK</li></ul>					
25. Generally, how do you rate Addison as a place to live? Is it excellent, good, fair, or poor?					
1. Excellent 2. Good	3. Fa	air	4. P	oor 9	. NR/DK
26. Do you have cable television in your home? 1. Yes (ASK Q26 A, B, and C) 2. No (SKIP TO Q27) 9. NR/DK					
26A. Is your cable service provided by Charter Communication or AT&T Cable (formerly TCI Cable)?					
•	AT&T		9. N	R/DK	

261	B. Within the preception:	oast 6 months h	ave you experi	enced problems	s with cable service or
		2. 3-5 times	3. 5 or more	4. No problem	ms 9. NR/DK
260	C. Are you generate the Town?  1. Yes	erally satisfied  2. No	with the cable  9. NR/DK	TV service pre	esently being provided in
yo co	u or a membei mplaint, reque	r of your house est for service, o		the Town of Aon in the past 1	n Town officials. Have ddison about a 2 months? 9. NR/DK
	1. City manage 2. Mayor or Co	er 7. Po ouncil ertment	8. Fire 10. Parks and		
	B. Were you go 1. Satisfied	•	ed with the resu ot Satisfied	lts you got or r 9. NI	
	C. Were the pe 1. Yes, helpfu		cted courteous o, not helpful	and helpful wh 9. NI	en you called, or not? R/DK
yo			the way the To naged as exce 3. Fair	llent, good, fair	is managed? Would , or poor? 9. NR/DK
	you think you wn and its citiz		formation abou	t the issues an	d problems facing the
		2. No	9. NR/DK		
	Addison's resion		er, Inside Addi	son useful to yo	ou in providing
1.	Yes	2. No	9. NR/DK		
the	Dallas Morni	ng News, the N	about Addison f Northwest Morr addisontexas.ne	ing News, the	Addison Newsletter, Accolade,
1.Iı	nside Addison	Newsletter	5. www.ci.ad		
2. N	Morning News		6. www.addi	sontexas.net	
	Northwest Mor Accolade	rning News	7. None of th 9. NR/DK	ese	

32. Are you aware that Addison has a website for residents and local businesses 1. Yes (ASK Q32A-C) 2. No (SKIP TO Q33) 9. NR/DK
32A. Have you or a member of your household visited Addison's web site www.ci.addison.tx.us?
1. Yes 2. No 9. NR/DK
<ul><li>32B. Were you or your household member able to find the information that you needed on www.ci.addison.tx.us?</li><li>1. Yes</li><li>2. No</li><li>9. NR/DK</li></ul>
32C. Did you find www.ci.addison.tx.us very easy to use, easy to use, or not easy to use?
1. Very easy 2. Easy 3. Not easy 9. NR/DK
IF NOT EASY, ASK: Please tell me why the site was not easy to use:
33. Are you aware that Addison has a website for entertainment, special events, hotels
and restaurants? 1. Yes (ASK Q33A-C) 2. No (SKIP TO Q34) 9. NR/DK
33A. Have you or a member of your household visited Addison's web site www.addisontexas.net?
1. Yes 2. No 9. NR/DK
33B. Were you or your household member able to find the information that you needed on www.addisontexas.net?
1. Yes 2. No 9. NR/DK
33C. Did you find www.adddisontexas.net very easy to use, easy to use, or not easy to use?
1. Very easy 2. Easy 3. Not easy 9. NR/DK IF NOT EASY, ASK: Please tell me why the site was not easy to use:
34. Is the Addison Airport an important or unimportant asset to the Town?  1. Important asset 2. Unimportant asset 9. NR/DK
35. Is airport noise a significant problem, a problem, or not a problem at your home?  1. Significant Problem 2. Problem 3. Not a Problem 9. NR/DK
36. Compared to postal delivery in other communities, do you think Addison has better, about the same, or worse postal delivery?
1. Better 2. About the same 3. Worse 9. NR/DK
36a. How would you rate the maintenance of the Post Office on Airport Parkway?  1. Excellent 2. Good 3. Average 4. Poor
37. Have you attended any of the following special events that Addison sponsors?  Attended Event YES NO NR/DK
a. Taste of Addison 1 2 9

b. Kaboom Town (July 3rd) c. Oktoberfest d. Run for the Children at Oktoberfest d. Spike Fest e. Holiday Open House f. Town of Addison/UNT Jazz Fest g. Shakespeare Festival h. Big Daddy's Day Weekend Cool Car Show i. Book Worm Bash j. July Jazz	1 1 1 1 1 1 1 1 1	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	9 9 9 9 9 9 9 9	
<ul><li>38. Do you think it is beneficial for the Town and its citizens for Addison to sponsor such special events?</li><li>1. Yes</li><li>2. No</li><li>9. NR/DK</li></ul>				
<ul> <li>39. How often in the past six months have you ridden a Dallas Area Rapid Transit (DART) bus? Have you ridden a DART bus once a week, once every 2-3 weeks, once a month, once every 2-3 months, or have you never ridden?</li> <li>1. Weekly 2. Monthly 3. Once every 2-3 months 4. Never 9.</li> <li>NR/DK</li> </ul>				
<ul> <li>40. Have you attended a Town meeting in the past year? (REFERENCE IS TO A MEETING IN ADDISON)</li> <li>1. Yes (ASK Q40A)</li> <li>2. No (SKIP TO Q41)</li> <li>9. NR/DK</li> </ul>				
40A. Do you think Town meetings are a good winput?  1. Yes  2. No  9. NR/DK	ay for t	he Tow	n to obtain citizen	
41. Do you have a personal computer at home?  1. Yes (ASK Q41A)  2. No (SKIP TO Q42)  9. NR/DK				
41A. Do you have Internet access at home? 1. Yes 2. No 9. NR/DK				
42. Please tell me if you have any children living at home in the following age groups.  YES NO NR/DK				
Less than 6 years old $\frac{1}{2}$ $\frac{9}{9}$				
6-12 years old 1 2 9				
13-18 years old 1 2 9				
<ul> <li>43. Now for the last few questions, I would like to ask you several things about yourself so that we can develop a general profile of our sample. First of all, how old are you? (INTERVIEWER: CODE RESPONSE INTO CORRECT CATEGORY)</li> <li>1. 18 to 25</li> <li>4. 46 to 60</li> <li>2. 26 to 35</li> <li>5. 61 to 70</li> </ul>				

Survey Research Center, University of North Texas

5. Student

44. Are you employed fulltime, part-time, presently unemployed, retired, or are you a student, or homemaker?

6. 71 and over 9. NR/DK

3. Unemployed

3. 36 to 45

1. Fulltime

2. Part-time	4. Retired	6. Homemake	9. NR/DK		
1. 8 or less	gh school 6. 17 or r ol grad 9.	16, college grad	egree		
	ead several different nich category did you				
2. 10,001-25,000 DK/NR		-75,000		9.	
47. Looking ahead for the next several years, do you plan on remaining in Addison?  1. Yes (SKIP TO Q48) 2. No (ASK Q47A) 9. NR/DK					
47A. What is th	e primary reason cau	using you to conside	er leaving Addison?		
1. Cost of		5. Congestion	_		
	to public schools	_			
3. Job relo		7. Other,			
4. Move to	smaller town	9. DK/NR			
48. Would you recommend Addison as a good place to live to a friend or family member?					
1. Yes	2. No				
Thank you very much for your time and cooperation. We believe that this project will help Town officials provide better services to all citizens.					

- 1. Female
- 2. Male
- 9. NR/DK

# Council Agenda Item: #R6

#### **SUMMARY:**

Council will have the first reading of an ordinance granting a franchise for TXU Gas Company and hold a public hearing.

#### FINANCIAL IMPACT:

The Town will receive the same fee under the new franchise as it did under the expired franchise: 4% of gross receipts. The amount included in the 2004 budget is \$139,030.

#### **BACKGROUND:**

The Town enlisted the services of Clarence West, an attorney who is very familiar with right-of-way issues and who assisted the Town with its ROW ordinance, to negotiate with TXU a new franchise agreement. Attached is a memorandum from Mr. West that summarizes the terms of the franchise.

The process for approving franchise agreements is established in the Town's charter. On October 14 we will have the first reading of the ordinance and a public hearing. The second reading will occur at the council's next meeting on October 28. Council will give final approval of the ordinance at its November 25 meeting. The ordinance will then be published in the paper for the next four consecutive weeks and will finally become effective December 25, 2003.

#### RECOMMENDATION:

It is recommended Council entertain first reading of the attached franchise ordinance.

#### CLARENCE A. WEST

Counselor and Attorney at Law 1201 RIO GRANDE, SUITE 200 AUSTIN, TEXAS 78701 www.cawestlaw.com

Direct Dial: 512.499.8838 Fax: 512.322.0884 cawest@cawestlaw.com

#### **MEMORANDUM**

**TO:** Randy Moravec, Town of Addison

**FROM:** Clarence A. West, Esq.

**RE:** Proposed TXU Gas Company Franchise

**DATE:** September 30, 2003

#### **Background**

The Town of Addison entered in a gas franchise with Lone Star Gas Company, a predecessor of TXU Gas Company, on April 29, 1982 (Ordinance No. 783, as amended July 1982, by Ordinance No. 818) ("Lone Star Gas Franchise"). The 1982 Gas Franchise provided for a 20-year gas franchise and was scheduled to expire on December 31, 2002.

Since 1982 the Lone Star Gas Franchise was amended once and extended recently. The amendment was to conform the Franchise to the *Denton v. TXU Gas Franchise* litigation settlement concerning the gross revenue franchise fee base and calculation of payments. The Gas Franchise was formally extended last year, pending the negotiations on a new franchise.

#### **Proposed New TXU Gas Franchise**

**Term** – The term of this franchise is the same as the prior franchise; it is 20 years and expires on December 31, 2023. (Section 1)

**Police Power Reservation of Rights** – The franchise ensures that the City retains all of its rights to regulate the rights-of-ways and the construction of facilities in its rights-of-ways through its police powers. (Section 2)

**Franchise Fees** – Franchise fees are to be paid consistent with the *Denton v. TXU Gas Franchise* litigation. The fee is 4% on the gross revenues of TXU. Gross revenue is a defined term which includes four principal items:

- 1. All revenue from all classes of customers (residential, industrial, ect.);
- 2. Revenue from the "transportation" of gas in TXU facilities in the Town;
- 3. The value of gas transported by third-parties in TXU facilities; and
- 4. Miscellaneous revenue, to include: (a) charges to connect, disconnect, or reconnect gas; (b) charges to handle returned checks; (c) other service charges and charges and (d) contributions in aid of construction ("CIAC"). (Gross Revenue does not include sales tax or interest income.)

With each payment of franchise fees, the franchise expressly requires that a report be given with each payment, detailing the various revenue classes upon which the franchise is based.

The franchise fee provision also provides that in the event another city is paid more in franchise fees, then this franchise would be revised accordingly. (Section 6)

**Relocation of Utility Facilities** – This franchise provides that in the event that the City requires the relocation of gas utility facilities for changes in the rights-of-ways for construction for city projects, then those facilities would be moved at the gas company's cost. (Section 2). (State law does allow this relocation cost to be recouped by TXU in a "surcharge" or as a direct pass-through" to the Town's customers over a 1 to 3 year period.)

**Indemnity and Insurance** – This franchise allows TXU Gas to be self-insured. However, if they self-insure, they are required to provide the same type of defense representation and coverage as an insurance carrier. (Section 3)

**Extensions for Residential Customers** – The franchise preserves the current extension of distribution lines for new customers in the rights-of-ways until that is replaced by an approved tariff, which is now pending in the current gas rate case at the Texas Rail Road Commission. (Section 4)

**Termination and Compliance Enforcement Provisions** – The franchise expressly provides that in the event there is noncompliance with the franchise after notice is given, that the City can pursue court action to terminate the franchise. (Section 11)

#### TOWN OF ADDISON, TEXAS

ORDINANCE NO:	

AN ORDINANCE OF THE TOWN OF ADDISON, TEXAS GRANTING TO TXU GAS DISTRIBUTION, A DIVISION OF TXU GAS COMPANY, A TEXAS CORPORATION, ITS SUCCESSORS AND ASSIGNS, AS PERMITTED HEREIN, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE TOWN OF ADDISON, DALLAS COUNTY, TEXAS, FOR THE TRANSPORTING, DELIVERY, SALE, AND DISTRIBUTION OF NATURAL GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES; PROVIDING OTHER TERMS AND CONDITIONS IN CONNECTION WITH THE PROVISION OF NATURAL GAS; **PROVIDING** A **SEVERABILITY CLAUSE**; **PROVIDING** EFFECTIVE DATE.

#### BE IT ORDAINED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. GRANT OF AUTHORITY: The Town of Addison, Texas, hereinafter called "City," hereby grants to TXU Gas Distribution, a division of TXU Gas Company, hereinafter called "Company," a non-exclusive consent to use and occupy the present and future public streets, public alleys, public highways, and public thoroughfares of the City, hereinafter referred to as "Public Rights-of-Way," for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the "System") to deliver, transport, and distribute natural gas in, out of, and through the City for persons, firms, and corporations, including all the general public, and to sell natural gas (hereinafter, "gas" means "natural gas") to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2023. This consent or grant does not grant to the Company the right, privilege or authority to engage in any other business within the City other than the provision of gas sales, transportation, distribution and the furnishing of gas to the City and its residents ("residents" meaning all persons, businesses, industry, governmental agencies, and any other entity whatsoever, located, in whole or part, within the City that are or may be served by the Company hereunder).

# SECTION 2. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF COMPANY FACILITIES: Company shall lay, maintain, repair, construct, operate, and replace its System to minimize interference with traffic, other property, trees and other vegetation and landscaping, and improvements, shall perform work in a timely and expeditious manner, and shall promptly clean up and restore to approximate original condition all Public Rights-of-Way that it may disturb to the satisfaction of the City consistent with applicable ordinances, rules, regulations, and standards of the City to the extent that such do not conflict with state law. determining the location of the facilities of the City and other utility franchisees within City, the City will have first priority to location, but to the extent reasonable and practicable, in the City's sole determination, it will endeavor to minimize any significant interference with then existing facilities of Company. In the event of a conflict between the location of the facilities of Company and the location of the facilities of City or other utility franchisees within Public Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities. Company shall be required to obtain street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Company's operations in Public Rights-of-Way in accordance with the ordinances, rules and regulations of the City (including, without limitation, Chapter 60, article III and IV, of the City's Code of Ordinances), however, in no event shall the Company be required to pay permitting fees or bonds, so long as they remain a regulated gas distribution company by the

The construction, placement, replacement, expansion, excavation, repair, maintenance, use and operation of Company's System used in connection with the provision of gas hereunder, and the operation of the business of the Company, shall be consistent and in compliance with this franchise, the ordinances, regulations and rules of the City as now existing or as they may be added to, repealed, supplemented, amended or revised (including, without limitation, Chapter 70, articles III and IV, Town of Addison Code of Ordinances) to the extent that such do not conflict with all applicable laws, regulations, and rules, whether federal, state or local. This franchise agreement shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Utilities Code, or other state or federal law. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest or appeal any action or decision of the other party, including ordinances adopted by the City, that it believes is contrary to any federal, state or local law or regulation.

Texas Railroad Commission or any successor entity.

The City reserves the right to change the grade of, construct, install, repair, alter, maintain, relocate, modify, close, reduce, or widen (together, "change") any Public Right-of-Way, within the present or future limits of the City, and at the City's request the Company shall at the Company's own cost and expense relocate or remove its pipelines, equipment, mains, laterals,

and other facilities in order to accommodate such change of any Public Right-of-Way. When the Company is required by City to remove or relocate its pipelines, equipment, mains, laterals, and/or other facilities to accommodate such change of any Public Right-of-Way, and Company is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through the City, Company costs and expenses shall be included in any application by the City for reimbursement, if Company submits its cost and expense documentation to the City prior to the filing of the application. City shall provide reasonable notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City. If the Company is required by the City to remove or relocate its System for any reason other than such change of or to any Public Right-of-Way, Company shall be entitled to reimbursement from the City or others of the cost and expense of such removal or relocation. When Company is required to remove or relocate its pipelines, equipment, mains, laterals and/or other facilities to accommodate such change of any Public Right-of-Way by City without reimbursement from City, Company shall have the right to seek a surcharge to recover relocation costs pursuant to Section 104.112 et al, of the Texas Utilities Code (provided such law (or any successor law thereto) is in effect at the time the City requires such removal or relocation).

Upon request of the City, Company shall remove and abate any portion of its gas System or any equipment or facility that is dangerous to life or property, and in case Company, after notice, fails or refuses to act, the City may remove or abate the same, at the sole cost and expense of Company, all without compensation or liability for damages to Company. Company shall be given adequate notice and opportunity to remove or abate. City may not take action to remove or abate without providing the Company at least five (5) business day's notice of intent to act to remove or abate Company's facilities.

If City abandons any Public Right-of-Way in which Company has facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Company for all removal or relocation expenses if Company agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests the Company to remove or relocate its facilities and Company agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

Company shall install, repair, maintain and replace its pipelines, equipment and other facilities in a good and workmanlike manner.

SECTION 3. <u>INDEMNITY & INSURANCE</u>: (A) In the event of injury to any person or damage to any property by reason of Company's construction, operation, maintenance or replacement of Company's pipeline System within Public Rights-of-Way, Company shall indemnify, defend and keep harmless the City, its officers, employees and agents, from any and all liability in connection therewith, except to the extent such injury or damage is attributable to the fault of the City, including without limitation, the City's negligent or intentional actions or omissions.

(B) Company may self-insure to the extent permitted by applicable law under any plan of self- insurance, maintained in accordance with sound accounting practices, against risks and obligations undertaken pursuant to this franchise and shall not be required to maintain insurance; provided that Company furnishes the City satisfactory evidence of the existence of an insurance reserve adequate for the risks covered by such plan of self-insurance. Company shall provide the City with evidence of the form and basis for insurance coverage or self insurance, as applicable, within thirty (30) days of the effective date of this franchise ordinance. Provided however that the Company's self-insurance shall provide to the City, its officers, employees and agents, with the same defense as would be provided by an insurance carrier and with substantially the same coverage as required by other users of the Public Right-of-Way in the City. Should Company elect to change the form or basis of insurance during the term of this franchise, Company shall notify the City. Company shall provide documentation necessary for review by the City of the changed circumstances of Company.

SECTION 4. EXTENSIONS FOR RESIDENTIAL CUSTOMERS: At an individual residential customer's request, Company shall be required to extend distribution mains for such customer in any Public Rights-of-Way up to one hundred feet (100') for any one residential customer only if such customer, at a minimum, uses gas for unsupplemented space heating and water heating. Company shall not be required to extend transmission mains in any Public Rights-of-Way within City or to make a tap on any transmission main within City unless Company agrees to such extension or tap by a written agreement between Company and a customer. Upon final approval of the Line Extension Policy filed by TXU Gas in it's Tariff for Gas Service, filed as part of its systemwide rate case (Gas Utilities Docket No. 9400), the provisions of Section 4 will terminate and line extensions will be in accordance with the approved Tariff.

SECTION 5. <u>NON-EXCLUSIVE FRANCHISE</u>: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person, corporation, or any other business entity for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

#### SECTION 6. PAYMENTS TO CITY:

- A. Company, its successors and assigns, agrees to pay and City agrees to accept, on or before the 1st day of April, 2004, and as set forth in 6. C below of each succeeding year during the life of this franchise the last payment being made on the 1st day of April, 2023, except as stated in 6.C. (2) below, a sum of money which shall be equivalent to four percent (4%) of the Gross Revenues, as defined in 6.B below, received by Company during the preceding calendar year.
- B. "Gross Revenues" shall mean all revenue derived or received, directly or indirectly, by the Company from or in connection with the operation of the System within the corporate limits of the City and including, without limitation:
  - (1) all revenues received by the Company from the sale of gas to all classes of customers within the City:
  - (2) all revenues received by the Company from the transportation of gas through the System of Company within the City to customers located within the City; and
  - (3) the value of gas transported by Company for Transport Customers through the System of Company within the City ("Third Party Sales"), with the value of such gas to be reported by each Transport Customer to the Company, provided, however, that should a Transport Customer refuse to furnish Company its gas purchase price, Company shall estimate same by utilizing TXU Gas Distribution's monthly industrial Weighted Average Cost of Gas, as reasonably near the time as the transportation service is performed.
  - (4) "Gross revenues" shall also include:
    - (a) other revenues derived from the following 'miscellaneous charges':
      - i. charges to connect, disconnect, or reconnect gas within the City;
      - ii. charges to handle returned checks from consumers within the City;
      - iii. such other service charges and charges as may, from time to time, be authorized in the rates and charges on file with the City; and
      - iv. contributions in aid of construction ("CIAC");
    - (b) revenues billed but not ultimately collected or received by the

- Company; and
- (c) gross receipts fees;
- (5) "Gross revenues" shall not include:
  - (a) the revenue of any Person including, without limitation, an affiliate, to the extent that such revenue is also included in Gross Revenues of the Company;
  - (b) sales taxes;
  - (c) any interest income earned by the Company; and
  - (c) all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's right of way.
- C. The initial payment for the rights and privileges herein provided shall be for the period January 1, 2004 through December 31, 2004, and each succeeding payment shall be for the calendar year in which the payment is made.
  - (1) The franchise fee amounts based on CIAC shall be calculated on an annual calendar year basis, i.e. from January 1 through December 31 of each calendar year.
  - (2) The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year.
  - (3) Any payments that are received after 5:00 P.M. of the due date constitute late payments. Late payments shall accrue interest from such due date until payment is received by City. Interest shall be calculated in accordance with the interest rate for customer deposits established by the PUC in accordance with Texas Utilities Code Section 183.003 for the time period involved.

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Company's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

- D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Company
  - (1) If Company should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Company to City pursuant to this Ordinance shall be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City.
  - (2) The provisions of this Subsection D apply only to the amount of the franchise fee to be paid and do not apply to other franchise fee payment provisions, including without limitation the timing of such payments.
- E. Company Franchise Fee Recovery Tariff
  - (1) Company may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.
  - (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Company's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Company's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Company.
  - (4) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Company.
- F. Lease of Facilities Within City's Rights-of-Way. Company shall have the right to lease, license or otherwise grant to a party other than Company the use of its facilities within the City's public rights-of-way provided: (i) Company first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Company makes the franchise fee payment due on the revenues from such lease pursuant to Sections 6.A. and 6.B. of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees and to obtain consent of the City to use the Public Rights-of-Way by franchise or as otherwise may be required by law.

G. Company agrees that on the same date that payments are made, as provided in this Section 6, it will file with the City Secretary a report showing the gross revenues as defined in this Section 6 received by the Company during the calendar quarter or year, as applicable, upon which the payment is based in sufficient detail to reasonably verify payments. City may, if it sees fit, have the books and records of Company examined by a representative of City to ascertain the correctness of the reports agreed to be filed herein, and Company shall fully cooperate in making available its records and otherwise assisting in these activities. Should any payment due date required by this franchise fall on a weekend or declared bank holiday, payment shall be delivered to the City no later than the close of business of the last working day prior to any specifically required due date contained within this franchise.

SECTION 7. <u>ACCEPTANCE OF FRANCHISE</u>: In order to accept this franchise, Company must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Company, this franchise ordinance shall be rendered null and void.

When this franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Company shall be automatically canceled and annulled, and shall be of no further force and effect; provided, however, that any claim, action or complaint which prior to such effective date has been initiated or has arisen under or pursuant to any such previous ordinance shall continue to be governed by the provisions of that ordinance and for that purpose the previous ordinance shall be deemed to remain and shall continue in full force and effect.

SECTION 8. <u>CHANGING BOUNDARIES OF CITY</u>. After written notification by the City to Company of an approved annexation, the Company will initiate actions to reclassify affected customers into the City limits in a timely manner.

SECTION 9. <u>PLANNING AND COMMUNICATION</u>. Representatives of the Company and the City shall meet periodically to discuss long term planning for capital improvement projects contemplated by each. Upon the City's or Company's reasonable request, the Company and City shall meet to share information regarding the Company's operations and activities under this franchise.

SECTION 10. <u>NOTICES</u>. Any notices required or desired to be given from one party to the other party to this ordinance shall be in writing and shall be given and shall be deemed to have been served and received if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America, proper postage prepaid, and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

<u>CITY</u> <u>COMPANY</u>

If by hand delivery: City Manager Town of Addison 5300 Belt Line Road Addison, Texas 75240-7606

Manager TXU Gas Distribution

\_\_\_\_

If by mail: Town of Addison, Texas P.O. Box 9010 Addison, Texas 75001

SECTION 11. <u>COMPLIANCE, REMEDIES AND TERMINATION</u>: The City shall notify the Company, in writing, of an alleged failure to comply with a material provision of this Ordinance, which notice shall specify the alleged failure with reasonable particularity. The Company shall, upon its receipt of such notice, either:

- (i) diligently cure such failure, but in any event within not more than thirty (30) days after such receipt; or
- (ii) if such failure cannot with due diligence be cured within the said thirty (30) day period, then cure such failure within an additional reasonable period of time so long as the Company has submitted to the City in writing its plan (including, without limitation, the time period) to cure such failure and has commenced curative action within the said thirty (30) day period, and thereafter is diligently attempting to cure the failure; or
- (iii) if the Company reasonably believes that the failure specified in the notice from the City is not a failure of a material provision of this Ordinance, submit to the City within ten (10) days after its receipt of the notice the Company's written

response specifying facts and presenting arguments in refutation or defense of such alleged failure (the "Company's Defense").

In the event that the Company does not comply with subparagraphs (i), (ii), or (iii) above, or if the Company does comply with subparagraph (iii) above but the City, after its review of the Company's Defense, nevertheless believes that the Company has failed to comply with a material provision of this Ordinance, the City shall be entitled to compel compliance by suit in any court of competent jurisdiction and seek such other remedies as may be available to the City, and if, upon final judgment, not subject to further appeal, being entered in favor of the City, the Company remains in default of any material provision of this Ordinance or the final judgment, the City may declare this Ordinance to be terminated.

SECTION 13. <u>PARAGRAPH HEADINGS</u>. <u>CONSTRUCTION</u>: The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

SECTION 14. <u>ASSIGNMENT</u>. Prior to assignment, transfer, pledge or other conveyance of its rights, duties and obligations under this franchise, except to an affiliated entity, Company shall obtain prior written consent of the governing body of the City, which consent will not be unreasonably withheld or delayed. For purposes lereof, an "affiliated entity" means Company's corporate parent owning more than 50% of the shares of Company, a partnership or joint venture in which Company owns a controlling interest of more than 50%, or a subsidiary entity of Company in which Company owns a controlling interest of more than 50%. Company shall provide notice of any assignment, transfer, pledge or conveyance to an affiliated entity at the same time it provides written notice to the Texas Railroad Commission. Any assignment, transfer, pledge or other conveyance, whether to an affiliated entity or otherwise, shall require the assignee or transferee to perform all of the terms and conditions of this franchise.

SECTION 15. <u>COMPLIANCE WITH CITY CHARTER</u>. Company recognizes, accepts and agrees that the terms, conditions and provisions of this Franchise are subject to the applicable provisions of the City Charter. Any request by Company for a modification to this Franchise shall be subject to a review by the City Attorney for compliance with the applicable provisions of the City Charter.

SECTION 16. <u>THIRD PARTIES</u>. Nothing contained in this franchise shall be construed to provide rights to third parties.

SECTION 17. <u>SEVERABILITY</u>. This Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

SECTION 18. <u>EFFECTIVE DATE</u>: If Company accepts this ordinance, by the filing of its written acceptance with the City Secretary, this ordinance shall become effective on date of final passage. If written acceptance of this franchise ordinance is not filed by Company after its final passage and approval by said City within sixty (60) days, the franchise ordinance shall be rendered null and void.

PASSED AND APPROVED on this the _	, 2003.
ATTEST:	
City Secretary	Mayor Town of Addison, Texas
STATE OF TEXAS \$ COUNTY OF DALLAS \$ TOWN OF ADDISON \$	
I,	, City Secretary of the Town of Addison,
Dallas County, Texas, do hereby certify that the al an ordinance passed by the City Council of the Ci	
session, held on the day of	
Minutes in Book, page	OF SAID CITY, this the day or
	City Secretary Town of Addison, Texas

# Council Agenda Item: #R7

#### SUMMARY:

License Agreement between the Town and Crescent Spectrum Centre, L.P. for space inside the Spectrum Center located at 5080 Spectrum Drive, for the installation and operation of infrastructure equipment to support the Public Safety Radio simulcast system.

#### FINANCIAL IMPACT:

License fee: \$1,250 per month for the first year. After the first year license fee will increase by 3% each year thereafter.

First Year Impact: \$1,500 one time processing fee.

\$15,000 first year license fee

Total

\$16,500

Five-Year Impact: \$81,138

The processing fee is an anticipated expense that will be charged to the project account. The annual \$15,000 license fee will be divided between Police and Fire. During the budget preparation for fiscal year 03-04 it was unknown what the license fee would be for the Spectrum Center. For this reason neither police or fire included funds to cover these costs in their budgets. If the unbudgeted expenses cannot be accommodated within the existing budgets one or both departments may require a mid-year budget adjustment.

#### BACKGROUND:

Project Budget:	\$1,200,000
Expenditures / Encumbrances:	\$742,911
Anticipated Expenditures:	_\$248,163
Projected Ending Balance:	\$208,926

Upon completion of this agreement installation of the simulcast equipment for the Public Safety Radio system will begin. Recall that in June of this year Council approved the purchase of \$551,674 in radio equipment from Motorola. Council followed in July with an amendment to the, Metrocrest Radio System Inter-local Agreement, for the City of Carrollton to install the simulcast equipment for an amount not to exceed \$321,863. We expect all installations to be complete and the system operational by end of December 2003.

**RECOMMENDATION:** Staff recommends approval.

# ROOFTOP TELECOMMUNICATIONS LICENSE AGREEMENT

THIS ROOFTOP TELECOMMUNICATIONS LICENSE AGREEMENT ("Agreement") is made by Owner and Provider with reference to the following terms ("Business Points"):

"Owner":	SPECTRUM CENTER PARTNERS, L.P.	
Address:	Spectrum Center	
	5080 Spectrum Drive, Suite 126W	
	Addison, TX 75001	
<i>E</i> :	Attention: Property Manager	
	Tel.: (972) 490-6200 Fax: (972) 490-6024	
"Owner Parties":	Owner, any Affiliate, any holder of a deed of trust or mortgage against the Building, telecom manager, and the Property Manager, and their respective owners, directors, officers, managers, employees, agents, or contractors	
"Provider":	TOWN OF ADDISON	
Address:	P. O. Box 9010	
. 1001000	Addison, TX 75001	
	Attention: Ron Davis	
	Tel.: (972) 450-7168 Fax: (972) 450-7186	
	E-mail:	
	E-man	
"Provider Parties":	Provider and any Affiliate and their respective owners, directors, officials, officers, managers, employees, agents, and contractors.	
"Building":	Spectrum Center	
Address:	5080 Spectrum Drive	
ridiress.	Addison, TX 75001	
	radison, TX 75001	
"Telecom Space" incli	udes any item described below which is marked with an "X":	
X "Roof Area": Building, the e	Approximately 2 square feet of space located on the roof of the exact location of which is shown on Exhibit "A".	
the wall	lrea": Approximately 60 square feet of space located on [check one or the floor X of an equipment room situated on the penthouse (ai level or floor of the Building, the location of which is shown on Exhibit "B".	
space for Proportions of stable "B-1" coaxial, coppe	ays": Horizontal and vertical paths through riser, plenum, duct, or conduivider's Cable from any Roof Area to the Equipment Area, excluding any uch paths that pass through a CDS, all as illustrated on <b>Exhibit "A"</b> through <b>Exhibit "B-"</b> , and <b>Exhibit "C"</b> . "Cable" means any optical r, or other conductive fiber, wiring, cable, or other media described in <b>Exhibits</b> any casing, conduit, or sheathing containing the same.	
"Telecom Equipment"	: As described on Exhibit "D", and any necessary Cable, junction boxes hangers, pull boxes, and grounding wiring.	
"Effective Date":	The date of full execution of this Agreement.	
"Term":	Commencing on the earlier to occur of (i) November 1, 2003, or (ii) the date Provider begins installing any portion of the Telecom Equipment in	

Crescent/Spectrum Center/Town of Addison

calendar months plus the 1st partial calendar month, if any, after Commencement Date. "License Fee": \$1,250.00 per month "Processing Fee": \$1,500.00 "Oversight Fee": \$ Not applicable, unless outside consultants are required "Security Deposit": \$ Not applicable "Monthly Electricity Charge": A monthly charge to be determined as follows [check one]: None, unless utility rates or usage subsequently increase. X None, so long as Provider pays directly to utility company. \_\_\_\_ Fixed charge in the amount of \$ per month, subject to adjustment if utility rates or usage subsequently increase. Variable charge based on submetering or engineering study. "Permitted Services": Installation and operation of antennas in licensed frequencies for the benefit of Provider's agencies, departments, and subdivisions. "Exhibits": The following Exhibits are a part of the Business Points of this Agreement and are attached to and a part of this Agreement: Exhibit "A": Description of Roof Area Exhibit "B": Description of Equipment Area Exhibit "C": Description of Vertical and Horizontal Cable Pathways Exhibit "D": Description of Telecom Equipment Exhibit "E": Technical Standards

Provider's Insurance

Exhibit "F":

the Telecom Space ("Commencement Date"), and ending 60 full

The Business Points are subject to the General Conditions to Rooftop Telecommunications License Agreement ("General Conditions"), attached to and a part of this Agreement. In the event of any conflict between the Business Points and the General Conditions, the terms and provisions of the General Conditions will control.

PROVIDER:	OWNER:	OWNER:		
TOWN OF ADDISON, a Texas municipality		SPECTRUM CENTER PARTNERS, L.P., a Delaware limited partnership		
By: Name: Title:	a D	P Management, LLC, Delaware limited liability company, General Partner		
Date:, 2003	Ву	: Crescent Real Estate Equities, Ltd., a Delaware corporation, its Manager		
		By:		
	Date:	, 2003		

- 1. Construing this Agreement. Terms with initial capital letters are defined terms. Bold italicized print in quotation marks (e.g., "Transfer") indicates the definition of a term. A defined term (a) has the same meaning throughout this Agreement, (b) may appear in this Agreement before its definition, and (c) applies to all grammatical variations of the term also shown with initial capital letters (e.g., the definition of the word "Transfer" also applies to "Transferee"). Cross-references to other provisions of this Agreement are in bold print. The word "including" does not exclude items not listed. Unless the context otherwise requires, singular includes the plural and plural the singular; and masculine, feminine, and neuter genders are interchangeable. Unless expressly provided otherwise, the word "day" refers to a calendar day. This Agreement will be modified as follows: (i) additions will be shown by either filling in blanks provided in the Agreement or by adding footnotes; and (ii) deletions will be shown by striking through language in the Agreement. The parties will not initial pages containing modifications, unless the modifications have been made by hand.
- 2. <u>Space</u>. Owner licenses to Provider the non-exclusive use of the Telecom Space. Provider accepts the Telecom Space in its "as-is" condition, and acknowledges that Owner (a) has made no representations or warranties whatsoever with respect to any of the Telecom Space and (b) has not agreed to construct any improvements in connection with this Agreement.
- Term. Provider's rights respecting the Telecom Space will begin on the Commencement Date 3. and continue for the Term, unless sooner terminated pursuant to the provisions of this Agreement. Owner will have the right to terminate this Agreement at any time, if Provider has not completed installation of the Telecom Equipment on or before the earlier to occur of (i) 6 months after the Effective Date of this Agreement, or (ii) 120 days after Owner's approval of Provider's Installation Plans; Owner's option to terminate will be exercisable by a notice to Provider, setting forth the date of termination. Provider will have the right to terminate this Agreement upon 90 days' notice to Owner (accompanied by a termination fee in the amount of 12 months of the then-current License Fee), in the event that: (i) any license, permit, or other governmental approval ("Approvals") required for the installation or operation of the Telecom Equipment is withheld, revoked, withdrawn, canceled, expires, lapses, or is terminated (in each case, through no fault of Provider, and provided Provider exercises reasonable diligence to obtain such Approvals); or (ii) in Provider's reasonable opinion the Roof Area is not appropriate for its operations for economic or technological reasons (e.g., if the Telecom Equipment is materially and adversely affected by Interference and such Interference is not minimized to a reasonably acceptable degree within 30 days of Owner's receipt of notice from Provider).

#### 4. <u>Use</u>.

- (a) <u>Permitted Uses</u>. The Telecom Space will be used solely by Provider for installing, operating, repairing, maintaining, replacing and removing the Telecom Equipment and performing the Permitted Services.
- (b) <u>Prohibited Uses</u>. Provider will ensure that no Provider Parties with insufficient training, expertise, or experience enter the Telecom Space or Owner's riser or equipment closets for the purpose of installing, inspecting, operating, maintaining, or removing the Telecom Equipment. Provider will not: (i) provide telecommunications services to customers in the Building from the Telecom Space, unless expressly authorized in the Permitted Services; (ii) permit colocation (i.e., the use of any portion of the Telecom Space or Telecom Equipment by anyone other than Provider); or (iii) replace or augment any component of the Telecom Equipment in order to provide additional services not expressly included in Permitted Services (as opposed to replacing obsolete or defective Telecom Equipment or upgrading technology to provide the same services more efficiently or to improve the quality of the same services),

without the consent of Owner. Owner may condition its consent for Provider to do any of the foregoing upon the execution of a new license agreement and the payment by Provider of additional fees.

(c) Other TSPs. Owner will have the right to enter into any agreement containing any terms with any telecommunications service provider ("TSP") to provide any telecommunications service to or from the Building, including any one or more of the Permitted Services. In the event the use of the Building by any such TSP or other future user of the Building results in material and adverse Interference with the Telecom Equipment, Provider shall give Owner notice of such Interference, and Owner shall have thirty (30) days after its receipt of such notice to cause such Interference to be cured. If such Interference is not cured within such time period, Provider shall thereafter have as its sole remedy the right to terminate this Agreement by notice delivered to Owner and to remove the Telecom Equipment in accordance herewith.

#### 5. Fees, Charges.

- (a) <u>License Fee</u>. Provider will pay the License Fee in advance on the 1<sup>st</sup> day of each calendar month of the Term, without notice, deduction, or setoff. All payments from Provider under this Agreement will be made by check payable to "Spectrum Center Partners, L.P." at P.O. Box 840953, Dallas, Texas 75284-0953, or at such other place as may from time to time be designated by Owner. If the Term begins or ends on a day other than the first or last day of a month, the License Fee and other amounts payable by Provider for such period will be prorated on a per diem basis.
- (b) <u>Annual Escalations</u>. The License Fee will be increased at the start of each Fee Year during the Term, as extended, beginning with the 2<sup>nd</sup> Fee Year, 3% of the License Fee for the previous Fee Year. "Fee Year" means a period of 12 consecutive months. If the Effective Date occurs on the first day of a month, the first Fee Year will begin on the Effective Date. If the Effective Date does not occur on the first day of a month, the first Fee Year will begin on the first day of the first full month following the Effective Date. Each subsequent Fee Year will begin on the anniversary of the first Fee Year.

#### (c) Additional Charges.

- (i) <u>Processing Fee.</u> At the time of execution of this Agreement, Provider will pay to Owner the Processing Fee, to offset a portion of Owner's costs in connection with preparing and negotiating this Agreement, accompanying Provider's personnel during the Provider's evaluation of the Building, and identifying the Telecom Space.
- Owner the Oversight Fee, to offset a portion of Owner's in-house cost of reviewing the Installation Plans and overseeing installation of the Telecom Equipment. If Owner employs outside consultants to review the Installation Plans or oversee a portion of the installation, Owner will give notice of such employment to Provider prior to any work being performed by the outside consultants (together with a good faith estimate of the consultants' costs), and Provider will reimburse Owner for such reasonable consulting costs within 20 days after Owner's invoice.
- (iii) Additional Electrical Lines. If Owner is required to install additional, new, or replacement outlets, meters, or wiring in connection with the installation of the Telecom Equipment, Owner will give notice of such installation to Provider prior to such installation (together with a good faith estimate of the installation costs), and Provider will, within 20 days after Owner's invoice, reimburse Owner for the costs incurred (including a reasonable overhead fee) to install such electrical facilities.
- (iv) <u>Security Deposit</u>. At the time of execution of this Agreement, Provider will pay Owner the Security Deposit. Owner will hold the Security Deposit without interest. The Security Deposit will not be considered a prepayment of any amounts payable by Provider, nor a measure of Owner's

damages in case of Provider's default. Owner may apply the Security Deposit to cover any arrearages, to pay the cost of remedying Provider's default, or to reimburse Owner for expenditures made or damages suffered due to Provider's default. Following any application of the Security Deposit, Provider will pay to Owner on demand any amounts so applied, in order to restore the Security Deposit to its original amount. Any remaining balance of the Security Deposit will be refundable to Provider within 30 days after the later of (A) expiration or earlier termination of this Agreement, (B) payment of all amounts due under this Agreement, (C) surrender of possession of the Telecom Space to Owner and removal of the Telecom Equipment in accordance with this Agreement, and (D) Owner's receipt of Provider's forwarding address and request for return of the Security Deposit.

- (v) <u>Electricity</u>. Provider will pay the fixed Monthly Electricity Charge, if applicable, in advance on the 1<sup>st</sup> day of each calendar month of the Term. Provider will pay the variable Monthly Electricity Charge, if applicable, within 20 days after receipt of Owner's invoice for the sum charged Owner by the applicable utility for electricity to the Telecom Equipment during the preceding month (including a reasonable overhead fee), as determined by submetering or estimated by engineering study. If (A) Provider is not paying a utility company directly for electricity, and (B) in Owner's reasonable opinion, either Provider's usage of electricity or Owner's electricity rates have substantially increased, then Owner will have the right (after giving reasonable notice to Provider) (I) to impose a reasonable fixed or variable Monthly Electricity Charge, if Provider is paying no Monthly Electricity Charge, or (II) to reasonably increase the fixed Monthly Electricity Charge or modify a fixed Monthly Electricity Charge to a variable Monthly Electricity Charge, if Provider is already paying a fixed Monthly Electricity Charge.
- (vi) <u>Taxes</u>. Provider will (A) pay when due all sales, use, and personal property taxes assessed against or attributable to the Telecom Equipment and (B) reimburse Owner within 20 days after receipt of an invoice for any gross rent, excise, value added, or other tax levied on or measured by any amount payable by Provider under this Agreement. Provider will pay to Owner any increases in real property taxes levied against the Building that are directly attributable to the Telecom Equipment or Provider's use of the Telecom Space, within 20 days after Owner's invoice.
- (vii) <u>Increases in Insurance</u>. If Provider's operations or installation of Telecom Equipment increases Owner's insurance premiums related to the Building at any time during the Term, Provider will pay any such increase to Owner within 20 days after Owner's invoice.
- (viii) Returned Checks, Late Charges and Interest. Provider will pay Owner a fee of \$25.00 for any check returned for any reason by Provider's bank. Owner may impose a late fee equal to 5% of any amounts more than 5 days overdue, in order to reimburse Owner for the extra administrative time involved in collecting such amounts. In addition, any payment more than 10 days overdue will bear interest from the date due to the date of actual payment at the lesser of 18% per annum or the highest lawful rate permitted by state or federal law.

#### 6. Modification or Installation of Space or Equipment.

(a) <u>Installation Plans</u>. Before installing, modifying, or removing any Telecom Equipment in any portion of the Telecom Space, Provider will deliver to the Property Manager, for review and approval, engineering drawings or plans and specifications (collectively, "*Installation Plans*") setting forth in detail the design, location, size, weight, material composition, method of installation, and, if applicable, frequency of the Telecom Equipment, and proposed Cable Pathways, together with evidence reasonably satisfactory to Owner that the Installation Plans comply with the Operating Requirements. Owner's approval of the Installation Plans will not constitute a representation or warranty by Owner that the Installation Plans comply with the Operating Requirements. Owner may condition approval of the Installation Plans on Provider's agreement to core one or more vertical Cable Pathways (if a Cable Pathway is needed by Provider), which may be greater in diameter than is necessary to accommodate Provider's Cable. The excess diameter created may be used by Owner or licensed by Owner to Tenants or other TSPs. With

respect to any portion of the Telecom Equipment located in the Roof Area, Owner may require, prior to any installation, relocation, alteration, or replacement, that Provider deliver to Owner either (i) a survey of the Roof Area, by an engineering firm approved by Owner, confirming compliance with FCC and OSHA rules and regulations, including those relating to radio frequency emission levels and maximum permissible exposure, or (ii) evidence satisfactory to Owner that such FCC and OSHA rules and regulations do not apply to the Telecom Equipment.

- (b) <u>Construction Schedule</u>. At least 30 days prior to commencing initial installation of the Telecom Equipment, but in no event later than 60 days after the Effective Date, Provider will deliver to Owner a proposed installation schedule for the Telecom Equipment. Provider will immediately deliver an updated installation schedule, if any date set forth in the installation schedule previously delivered to Owner changes by more than 15 days.
- Owner's prior approval of the Installation Plans and all contractors, subcontractors, and materials suppliers that Provider proposes to employ, and (ii) receipt by Owner of true and correct copies of Provider's licenses and permits for operation and installation of the Telecom Equipment. Provider agrees to use Owner's designated contractor for all installation or removal of Cable in Cable Pathways and Telecom Equipment on the Roof. The installation, connection, or removal will be performed (A) at the sole cost of Provider, (B) in a good and workmanlike manner, (C) in accordance with the Installation Plans, all the Operating Requirements, and the instructions of Owner, any outside consultant employed by Owner, and, if applicable, the Building roofing contractor, (D) without unreasonably interfering with the use of any portion of the Building by Owner or Tenants, and (E) without causing an increase in the cost of operating or maintaining the Building. Any noisy or potentially disruptive construction activity will be conducted after the Building's normal business hours.

### 7. Provider's Covenants. Provider covenants and agrees as follows:

- Parties, the Telecom Equipment (including installation, maintenance, operation, and removal thereof), and the Telecom Space are at all times in compliance with the following defined items, as the same may be amended from time to time (collectively, the "Operating Requirements"), and subject to the provisions of Paragraph 14(c) of this Agreement will Indemnify and Defend the Owner Parties against all Claims arising from any failure by a Provider Party, the Telecom Equipment, or the Telecom Space to comply with the Operating Requirements:
- "Applicable Law": to the extent the same affect Owner, Provider, the Telecom Space, any Telecom Equipment, the Building, or this Agreement: (A) all laws, rulings, orders, regulations, restrictions, or requirements currently in effect or adopted in the future by any governmental entity, including licensing, zoning, building, and fire codes, and rules, regulations, and orders of the Occupational Safety and Health Administration ("OSHA"), Federal Communications Commission ("FCC"), and Federal Aviation Agency; and (B) all easements, requirements, standards, or restrictions currently in effect or adopted in the future by any board of fire underwriters, insurance carrier, utility company, property owner's association or similar body, or imposed by a landowner. If Owner determines that Owner must incur costs to comply with Applicable Law, or to conduct a survey to determine compliance with Applicable Law, as a result of the installation, operation, or presence of the Telecom Equipment in the Building, Owner shall give reasonable notice to Provider of that determination and allow Provider a reasonable opportunity to recommend reasonable alternatives to incurring such costs. If no reasonable alternative is available and Owner incurs such costs, within 20 days after receipt of Owner's invoice, Provider will reimburse Owner for all reasonable costs (including a reasonable overhead fee) incurred by Owner (I) in complying with Applicable Law as a result of the installation, operation, or presence of the Telecom Equipment in the Building, and (II) to conduct surveys to determine compliance with Applicable Law as a result of the installation, operation, or presence of the Telecom Equipment in the Building.

- (ii) "Rules and Regulations": the rules and regulations promulgated by Owner for the Building.
- (iii) "Technical Standards": the technical standards attached to this Agreement as Exhibit "E", as modified from time to time by Owner. If any new Technical Standards established by Owner require Provider to modify, renovate, or revise the then-existing installation, operation, or maintenance of the Telecom Equipment, Provider will do so, at Provider's sole expense, within a reasonable time thereafter, not to exceed 60 days after receipt of notice. Notwithstanding the foregoing, if any revised Technical Standards during the Initial Term require changes to the Telecom Space or Telecom Equipment that would cause Provider to incur significant out-of-pocket costs, and such revisions are not reasonably related to Applicable Law or health and safety concerns, Provider will have the right to terminate this Agreement (without penalty or additional fees) by notice delivered to Owner no later than 30 days after Owner's issuance of such revised Technical Standards. Such technical standards shall be fairly and consistently applied to, and enforced against, all Tenants and TSP's operating equipment in or on the Building, subject to the terms and conditions of existing agreements with Tenants and TSP's.
- (b) <u>Condition of Telecom Equipment: Repairs</u>. Provider will (i) maintain and operate the Telecom Equipment in a good and safe condition; (ii) keep the Telecom Space in a safe condition and free from all trash, debris, and waste resulting from its use by Provider; and (iii) repair all damage to the Telecom Space or the Building occurring in connection with the installation, use, maintenance, relocation, or removal of the Telecom Equipment. If Provider fails to perform any of the foregoing obligations within 10 business days after Owner's notice of such failure, Owner may perform such obligations on Provider's behalf; and Provider will reimburse Owner for all reasonable costs incurred in connection therewith (including a reasonable overhead fee), within 15 days after receipt of Owner's invoice. Provider's reimbursement obligation will survive the expiration or earlier termination of this Agreement. Owner will have no responsibility for maintaining any portion of the Telecom Space.
- (c) <u>Costs</u>; <u>Liens</u>. Provider will pay or cause to be paid all costs for work performed or materials provided by or at the direction of Provider or related to the Telecom Equipment or the Telecom Space. Provider will, within 10 business days after notice from Owner, discharge or bond around any mechanic's or materialmen's lien attributable to the performance of such work or provision of such materials.

#### (d) Surrender of Space.

- (i) Removal of Telecom Equipment. Upon expiration or earlier termination of this Agreement, Provider will remove all of the Removable Equipment from the Building and peaceably surrender the Telecom Space to Owner in the same condition the Telecom Space was in on the Effective Date, excepting (A) ordinary wear and tear and (B) if termination resulted from a Casualty or Taking, damage not required to be repaired by Provider. Prior to the expiration of this Agreement, or in connection with a termination of this Agreement, Owner may notify Provider which Cable and/or wall jacks Provider will be required to remove. Any Cable and/or wall jacks not so designated by Owner will not be removed by Provider and will become the property of Owner. Provider will execute any documents reasonably requested by Owner to evidence a lien-free transfer of title to Owner of any Cable and/or wall jacks not required to be removed. All Telecom Equipment that Provider is required to remove is referred to as the "Removable Equipment."
- (ii) Failure to Remove. If Provider fails to remove the Removable Equipment from the Building within 10 business days after the expiration or earlier termination of this Agreement, Owner may remove, store, or dispose of any remaining Removable Equipment in any manner Owner deems appropriate. Provider will reimburse Owner for all costs incurred by Owner in connection therewith (including a reasonable overhead fee), within 30 days after Owner's request. In addition, if Provider fails

to remove the Removable Equipment from the Telecom Space after the expiration or earlier termination of this Agreement without executing a new agreement, Provider will, at the option of Owner, be deemed to be holding over, subject to all provisions of this Agreement, except that the License Fee will be 300% of the License Fee for the last month of the Term.

(e) <u>Press Releases</u>. Owner will have the right to approve any press releases announcing the execution or other information relating to this Agreement, Owner, or Owner's Building. Provider must submit a proposed press release to Owner at the address set forth below at least 10 days before the proposed date of release:

Crescent Real Estate Equities, Ltd. 777 Main Street, Suite 2100 Fort Worth, Texas 76102-5325 Attention: Legal Department

Telephone No.: (817) 321-2100 Fax No.: (817) 321-2000

- (f) <u>Advertising Solicitations</u>. Provider will not conduct nor permit any door-to-door advertising or solicitation of business in the Building. Provider will not advertise, solicit, or otherwise market in the common areas of the Building without the express approval of the Property Manager, which approval may be withheld in the sole and absolute discretion of the Property Manager.
- (g) Security. Provider will cooperate fully with Owner's security procedures for the Building, including locking all equipment rooms upon completion of Provider's access. Provider will surrender all keys, master entry cards, or other means of Building access in Provider's possession, upon the expiration or earlier termination of this Agreement. OWNER WILL HAVE NO OBLIGATION TO PROVIDER, PROVIDER'S PERSONNEL, CONTRACTORS, OR OTHER AGENTS, OR THEIR PERSONNEL, REGARDING ITS OR THEIR SECURITY WHILE AT THE BUILDING.

#### 8. Certain Rights Reserved by Owner

- (a) Right to Relocate Equipment. At any time after the execution of this Agreement, Owner may, upon 60 days' notice ("Relocation Notice"), cause Provider to relocate all or any portion of the Telecom Equipment, including Provider's Cable, to other space in the Building ("Substitute Space"). If the Substitute Space (i) is less suitable than the Telecom Space for Provider's operations in the Building, or (ii) is not concurrently available to permit relocation without interruption of the Permitted Services, then Provider will have the option to terminate this Agreement by notice delivered to Owner no later than 15 business days after receipt of the Relocation Notice. Provider will have up to 45 business days after receipt of the Relocation Notice to complete the relocation. Provider may perform a brief parallel cutover, if reasonably required by the relocation, to ensure that the relocated Equipment is operational. Owner will reimburse Provider for the reasonable out-of-pocket costs paid to third parties in connection with the relocation, exclusive of property losses and damage resulting from the relocation (except to the extent caused by the gross negligence or willful misconduct of the Owner). Owner will make such reimbursement within 30 days of receipt of an invoice and such other backup information as Owner may reasonably request.
- (b) <u>Screening of Equipment</u>. At any time during the Term, Owner may require Provider to install, at Provider's sole expense, a device screening the Telecom Equipment in the Roof Area from public view ("Screening Device"), provided the Screening Device will not materially and adversely interfere with the operation of the Telecom Equipment. The Screening Device will be installed in accordance with plans and specifications approved by Owner, and will otherwise comply with all Operating Requirements and the requirements of Paragraph 6 of these General Conditions. At the option of Owner, Provider will remove the Screening Device at the expiration or earlier termination of this Agreement, and restore the area in which the Screening Device was installed to its original condition.

#### 9. Access.

- (a) <u>By Provider</u>. Provider will have access to the Telecom Space on the following conditions:
- (i) Notice. Provider will use reasonable efforts to provide to the Property Manager at least 24 hours' advance notice of any need for access, except for disruption of Provider's services ("Disruption") or Emergency, and at least 2 hours' advance notice of any need for access because of a Disruption or Emergency. In the event Owner receives less than 24 hours' notice of Provider's desire to access the Telecom Space if no Disruption or Emergency exists, or less than 2 hours' notice if an Disruption or Emergency exists, Owner will use commercially reasonable efforts to accommodate Provider's request.
- deliver to Owner, in care of Property Manager, and thereafter keep current a list of Provider's employees and contractors that are permitted to access the Telecom Space. Access to the Telecom Space may be arranged through the Property Manager or, after the normal business hours for the Building, through the security personnel at or servicing the Building. Provider authorizes Owner to deny access to Telecom Space to any of Provider's employees or contractors that are not on Provider's permitted access list or do not present satisfactory proof of identity to Building management or security; provided, however, Owner will have no liability to Provider as to any access granted by Owner (except to the extent cause by Owner's gross negligence or willful misconduct). Owner may require that a representative of Owner accompany Provider during such access. If Provider requests access to the Telecom Space at times other than the normal business hours for the Building, Provider may be required to reimburse Owner for reasonable trip charges and overtime charges incurred by Owner in connection with after hours access.
- (iii) <u>Leased Premises</u>. Access to any portion of the Telecom Space or Telecom Equipment through premises leased to a Tenant will be subject to the terms of such Tenant's lease.
- (b) <u>By Owner</u>. Owner, the telecom manager (if any), and the Property Manager, and their respective employees, contractors, agents, and representatives, will have access at all times to any portion of the Telecom Space (i) in the event of an Emergency, (ii) to inspect the Telecom Equipment visually, (iii) to perform any obligations Provider fails to perform timely after the expiration of any applicable grace period, (iv) to assure Provider's compliance with this Agreement, (v) to perform maintenance, repairs, and alterations to the Telecom Space, or (vi) to make technical measurements or tests related to the Telecom Equipment, provided no hard electrical connections will be made unless Owner gives Provider at least 24 hours' notice.

#### 10. [Intentionally Omitted]

#### 11. Interference.

(a) <u>Evaluation</u>. Provider will be solely responsible for determining whether any potential for Interference exists, prior to installing the Telecom Equipment. Upon no less than 24 hours' prior notice to Owner, Provider will be permitted access to the Telecom Space for the purpose of conducting all tests and other investigations, studies, and evaluations that Provider deems necessary to evaluate potential Interference (collectively, "Evaluation") prior to installing the Telecom Equipment. Provider will have the option to terminate this Agreement by notice delivered to Owner no later than 60 days after the Effective Date, if the Evaluation discloses: (i) potential Provider-caused Interference that cannot be corrected by adjusting Provider's signal, by shielding the Telecom Equipment, or by shielding the equipment of any third party experiencing the Interference, with such third party's approval; or (ii) potential third party-caused Interference that (A) originates outside the Building, or (B) originates on or in the Building, but

cannot be corrected by adjusting Provider's signal, by making good faith efforts to obtain the consent of any such third party to adjust its signal, by shielding the Telecom Equipment, or by shielding the equipment of any third party causing the Interference, with such third party's approval. UNDER NO CIRCUMSTANCES WILL PROVIDER INSTALL THE TELECOM EQUIPMENT IF AN EVALUATION DISCLOSES POTENTIAL PROVIDER-CAUSED OR THIRD PARTY-CAUSED INTERFERENCE, UNLESS THE POTENTIAL INTERFERENCE HAS BEEN ELIMINATED TO THE REASONABLE SATISFACTION OF OWNER. Provider will also conduct an Evaluation if Owner approves installation of new or additional equipment by Provider, after the initial installation of the Telecom Equipment. If Provider is unable to eliminate any potential Interference disclosed by the Evaluation through one of the methods described above to the reasonable satisfaction of Owner, Provider will not install any new or additional equipment.

- (b) Procedure. If, at any time during the Term, (i) any electrical output, electromagnetic output, radio frequency, or other electromagnetic signals or noise resulting from the operation of the Telecom Equipment, in Owner's reasonable opinion, adversely affects the equipment, machinery, or systems of Owner or Tenants or causes degradation of reception or transmission on the equipment of other TSPs in the Building (collectively, "Interference"), and (ii) Provider does not correct the Interference within 24 hours after receipt of telephonic or written notice from Owner, Provider will immediately cease operations (unless Provider reasonably determines that, for material public safety reasons, such operations cannot cease, and except for intermittent testing on a schedule approved by Owner), until the Interference has been corrected to the satisfaction of Owner. If such Interference has not been corrected within 30 days after Owner's notice, Owner will, in addition to any other remedies, have the right to immediately terminate this Agreement by notice to Provider. If, in Owner's reasonable opinion, Interference is creating imminent danger of injury to person or property ("Emergency"), Owner will give prompt verbal notice (either in person or by telephone) of the Emergency to Provider, who will act immediately to remedy the Emergency; and Owner will have the right to shut down the Telecom Equipment immediately, until the Emergency is resolved.
- (c) <u>Indemnity and Waiver</u>. Provider Waives all Claims against the Owner Parties arising, or alleged to arise, out of any Interference by or to the Telecom Equipment or shutdown of the Telecom Equipment in accordance with the provisions of this Paragraph, except to the extent caused by the gross negligence or willful misconduct of an Owner Party.
- 12. Service Interruptions: Equipment Malfunctions. Except to the extent of any gross negligence or willful misconduct of an Owner Party, all of the following (collectively, "Equipment Malfunction") will be the sole responsibility of Provider and will not constitute an Owner default or an eviction of Provider: (a) interruption or suspension of electrical service to the Telecom Equipment, (b) malfunction or non-functioning of the Telecom Equipment, and (c) repair, maintenance, loss of, or damage to the Telecom Equipment. Provider will be responsible for obtaining its own backup power supply and power surge protection. Provider Waives all Claims against Owner Parties arising, or alleged to arise, from any Equipment Malfunction, except to the extent caused by the gross negligence or willful misconduct of an Owner Party. Subject to the provisions of Paragraph 14(c) of this Agreement, Provider will Indemnify and Defend Owner against any Claims made by Provider's customers that arise, or are alleged to arise, out of any Equipment Malfunction or any interruption of, or defect in, Provider's services, except to the extent caused by the gross negligence or willful misconduct of an Owner Party.
- 13. <u>Provider's Insurance</u>. Provider will, at Provider's sole cost, maintain in effect at all times during the Term of this Agreement the insurance coverages set forth in attached <u>Exhibit "F"</u>.

#### 14. Indemnities and Waivers.

(a) <u>Definitions</u>. "Claims" are all claims, demands, proceedings, liabilities, expenses (including reasonable attorneys' and experts' fees), judgments, damages, fines, and penalties. "Indemnify" means to protect another party against Claims and to compensate another party for a Claim

incurred. "Defend" means to oppose, on behalf of another party, a Claim in litigation or any other proceeding with counsel satisfactory to the party being defended, and to pay all reasonable costs associated with the preparation or prosecution of such opposition. "Waive" means to relinquish a right or release another party from liability in connection with a Claim. The terms "bodily injury," "property damage," and "personal injury" will have the same definitions as in Insurance Services Office, Inc. ("ISO") form CG 0001 0196, without application of any exclusions contained in such form or in any available endorsement.

- (b) Allocation of Risks. Provider Waives as to the Owner Parties, and will Indemnify and Defend the Owner Parties against, all Claims arising, or alleged to arise, from the following:
- (i) any personal or bodily injury to, or suffered by, any person that (A) occurs in the portion of the Telecom Space under the exclusive control of Provider to the extent caused by a Provider Party, or (B) occurs outside the portion of the Telecom Space under the exclusive control of Provider, to the extent caused by a Provider Party;
- (ii) any personal injury or bodily injury suffered by a Provider Party that occurs anywhere in the Building, to the extent not caused by an Owner Party;
- (iii) any bodily injury suffered by an employee of a Provider Party that occurs anywhere in the Building and arises out of, or in the course of, his or her employment, to the extent not caused by an Owner Party;
- (iv) any property damage (A) to the property of a Provider Party, no matter the location or cause of such loss (unless caused by the gross negligence or willful misconduct of an Owner Party); or (B) to the property of any person other than a Provider Party, to the extent caused by a Provider Party;
- (v) any interruption to the Provider's business or any Claim for loss of use of the Telecom Space or any Telecom Equipment, except to the extent caused by the gross negligence or willful misconduct of an Owner Party;
- (vi) any interruption of or defect in the services performed by Provider, except to the extent caused by the gross negligence or willful misconduct of an Owner Party; and
  - (vii) any failure by Provider to fulfill its obligations under this Agreement.
- Scope of Indemnities and Waivers. Notwithstanding any other provision of this Agreement, the obligations set forth in Paragraph 14(b) above (any other obligation of Provider to Indemnify, Defend, or Waive set forth in this Agreement) is limited by and subject to and provided by Provider without waiving any of its rights or the rights of its officers, employees, or agents under the Texas Tort Claims Act, nor is Provider and its officers, employees, and agents waiving any immunity or defense to which they or any of them may be entitled to assert. The Parties further agree that the indemnity provided for herein is subject to and shall not exceed the applicable monetary limitations of damages, and terms and provisions, set forth in the Texas Tort Claims Act (as amended or superseded), except to the extent of any amount up to and including, but not exceeding, the limits of any applicable, and available, and collectible liability insurance issued to Provider, subject to the terms and provisions of any said liability policy. Further, the Parties agree that under no circumstances will Provider be responsible for any payment beyond Provider's obligation in accordance with Texas Tort Claims Act and any other applicable immunity provisions or laws, notwithstanding the financial inability of any insurer to pay. The terms and provisions of this Paragraph 14 (any other obligation of Provider to Indemnify, Defend, or Waive set forth in this Agreement) are all subject to the terms and provisions of any applicable policies of insurance issued to Provider. The provisions of this Paragraph 14 (any other obligation of

Provider to Indemnify, Defend, or Waive set forth in this Agreement) are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

(d) <u>Survival</u>. Except as otherwise provided in this Agreement, the Indemnities, Waivers, and obligations to Defend contained in this Agreement are independent of, and will not be limited by, each other or any insurance obligations contained in this Agreement, and will survive the expiration or earlier termination of this Agreement, until all Claims against Owner Parties are fully and finally barred by applicable statutes of limitations.

#### 15. Hazardous Materials.

(a) General Covenant. Provider will not cause or permit the storage, use, generation, release, or disposal of any Hazardous Materials in the Telecom Space without the prior consent of Owner, except for the use and storage of supplies used in the ordinary course of Provider's business (including backup batteries), provided (i) such materials are in insubstantial quantities, properly labeled, and contained, (ii) such materials are used, transported, handled, and disposed of in accordance with the more stringent of Applicable Law or the highest industry standards, and (iii) for each such Hazardous Material, Provider will give Owner notice of its presence and a copy of the current, applicable national safety data sheet. For purposes of this Agreement, the term "Hazardous Materials" means any explosives, radioactive materials, or other hazardous substances that are regulated or governed by Applicable Law.

#### (b) Existing ACMs and PACMs.

- (i) <u>ACM Study.</u> Prior to installing, modifying, or removing any Telecom Equipment, Provider will review the written conclusions of the most recent investigation performed by Owner, if any, to determine the existence and location of asbestos-containing materials ("ACMs") or presumed asbestos-containing materials ("PACMs") for the portion of the Building in which the Telecom Equipment is to be installed ("ACM Study"). Owner will make the ACM Study available in the Building management office. In no event will provider begin preparation of Installation Plans Until Provider has reviewed an ACM Study.
- (ii) <u>Compliance</u>. Provider will be solely responsible for (A) determining, prior to preparation of any Installation Plans, whether any ACMs or PACMs might be disturbed by Provider's employees or contractors, and (B) complying with all Applicable Law, including giving notices to employees and using contractors certified to work in areas containing ACMs or PACMs. Any required reporting to, or contact with, any government agency having jurisdiction over the ACMs will be handled by, or at the direction of, Owner. IN NO EVENT WILL PROVIDER DISTURB EXISTING ACMS OR PACMS SHOWN IN AN ACM STUDY OR OF WHICH PROVIDER IS AWARE.
- determines that its work might disturb existing ACMs or PACMs, Provider will immediately report the potential disturbance to Owner. If, during installation, Provider encounters ACMs or PACMs not shown in an ACM Study, Provider will immediately stop work in the affected area, report the condition to Owner, and not resume work in the affected area unless Provider receives approval from Owner. In either such event, Owner will have the option, exercisable by notice delivered to Provider, to: (A) require that the Telecom Equipment be installed in a portion of the Building where no disturbance or ACMs or PACMs will be necessary; (B) agree to promptly remove, encapsulate, or otherwise remediate, at the sole cost of Provider, the ACMs or PACMs in the portion of the Building in which the Telecom Equipment will be installed; or (C) terminate this Agreement. If an ACM Study is made available to Provider, Provider will adhere to Owner's operations and management plan ("O&M Plan") with respect to any work that may involve disturbing any ACMs or PACMs.

- Indemnity. Subject to the provisions of Paragraph 14(c) of this Agreement, Provider will Indemnify and Defend the Owner Parties against all Claims arising, or alleged to arise, out of (i) any deposit, spill, discharge, or other release of Hazardous Materials that occurs in or from the Building as a result of Provider's operations, (ii) disturbance by a Provider Party of any ACMs or PACMs, or (iii) Provider's failure to follow Owner's O&M Plan.
- 16. <u>Default and Remedies</u>. If Provider (a) fails to pay the License Fee or any other monetary obligation under this Agreement when due, and such failure continues after 10 days' notice, or (b) fails in the performance of any of the other terms, covenants, and conditions of this Agreement, and such failure continues after the lesser of 20 days' notice or any shorter cure period expressly provided for herein, then Owner may do any or all of the following: (i) disconnect the Telecom Equipment; (ii) prohibit Provider's access to the Telecom Space; (iii) terminate this Agreement; or (iv) exercise any other rights or remedies permitted by Applicable Law. All rights and remedies are cumulative and not exclusive of any other rights or remedies available to Owner under this Agreement, at law, or in equity. No failure or delay by Owner in exercising any remedy provided in this Agreement will be construed as a forfeiture or waiver of the same or any other remedy at a later time.
- Casualty or Taking. If all or a portion of the Building is damaged by fire or other casualty ("Casualty") or is taken, condemned, or conveyed in lieu of condemnation ("Taking"), whether or not the Telecom Space has been damaged or taken, and (a) substantial alteration or reconstruction of the Building will, in Owner's sole opinion, be required, (b) any mortgagee of Owner requires that the award or insurance proceeds be applied to the payment of the mortgage debt, or (c) the Casualty is not covered by Owner's insurance, Owner may terminate this Agreement by notice to Provider within 60 days after the date of the Casualty or transfer of physical possession in connection with a Taking. If (i) any portion of the Telecom Space or the Building is damaged by a Casualty or Taking, (ii) as a result of the damage, Provider's operations are materially and adversely affected, and (iii) the Casualty or Taking damage cannot be repaired within 60 days after the occurrence, Provider may terminate this Agreement by notice to Owner within 30 days after the Casualty or transfer of physical possession as a result of a Taking. If, after a Casualty or Taking, this Agreement is not terminated, Owner will commence and proceed with reasonable diligence to restore the Building; but in no event will Owner be required to spend more than the insurance proceeds or condemnation award actually received by Owner in connection with such Casualty or Taking or to replace any portion of the Telecom Equipment. Upon completion of Owner's work, Provider will restore the Telecom Equipment, including any Cable. Provider Waives the right to assert any Claim for the Taking of any right or interest under this Agreement. However, Provider may, to the extent permitted by Applicable Law, pursue a Claim for its moving expenses, inconvenience and business interruption in a proceeding independent of a proceeding filed by Owner, so long as Owner's award is not thereby reduced or delayed. Provider Waives all Claims against Owner Parties arising, or alleged to arise, from inconvenience or annoyance to Provider or injury to Provider's business or to the Telecom Equipment as a result of Casualty or Taking damage or repairs, except to the extent caused by the gross negligence or willful misconduct of an Owner Party.

#### 18. Transfer.

(a) <u>Definitions</u>. "Transfer" means, as to the party involved, any voluntary or involuntary, direct or indirect, assignment, pledge, conveyance, or encumbrance of this Agreement, any interest herein, or any rights hereunder, including any change of control of ownership interests of a party, liquidation or dissolution of a party, merger or consolidation of a party with or into another entity, or, as to Provider, any sublicensing, any subcontracting of any services provided (or to be provided) by Provider, or any related operating rights. The term "Control" for purposes of this Paragraph means the ownership of 51% or more of the voting interests in the entity in question. The term "Affiliate" with respect to either party means any person or entity Controlling, Controlled by, or under common Control with such party.

- Prohibition upon Provider. Except as permitted below, Provider will have no right to Transfer this Agreement without Owner's prior consent, which may be withheld, in Owner's sole and absolute discretion. Provider may assign Provider's interest in this Agreement without Owner's prior consent to (A) an Affiliate or (B) any entity that succeeds to all or substantially all of its assets, whether by merger, sale, or otherwise, provided that (I) on the date of such assignment Provider is not in default under this Agreement, (II) on the date of such assignment the assignee has a total net worth that is equal to or greater than that of Provider on the date of this Agreement, (III) the Transfer is not intended to evade the prohibition contained in the first sentence of this Paragraph, (IV) the assignee's intended use of the Telecom Space falls within the Permitted Services contained in the Business Points and does not violate exclusive rights granted to any other TSP, (V) if Owner is a real estate investment trust, neither the assignment nor any consideration payable to Owner after the assignment adversely affects the real estate investment trust qualification tests applicable to Owner or its Affiliates, (VI) neither assignee nor any Affiliate of assignee is or has been involved in litigation with Owner or any of Owner's Affiliates, and (VII) Provider gives Owner notice setting forth a reasonable description of the transaction and the name and address of such assignee at least 30 days prior to the effective date of the proposed assignment. Any purported Transfer by Provider in violation of this Paragraph will be null and void, and will constitute an incurable default under this Agreement. Following any Transfer, Provider will remain fully liable under this Agreement, and Owner may proceed directly under this Agreement against Provider without first proceeding against any other party.
- (c) <u>By Owner</u>. Owner may Transfer this Agreement and the right to receive payments hereunder to any person, including an Affiliate of Owner; and Provider will, upon notice of any Transfer by Owner, make all payments directly to Owner's Transferee.

#### 19. Liability.

- (a) Owner's Liability. Owner's liability for failure to perform its obligations under this Agreement will be recoverable solely out of Owner's interest in the Building. Except as provided in the preceding sentence, Provider Waives (A) all other rights of recovery against any Owner Party, and (B) all Claims against any Owner Party for consequential, special, or punitive damages allegedly suffered by any Provider Party, including lost profits and business interruption. No Owner Party will have any personal liability under this Agreement.
- (b) <u>Conveyance</u>. The term "Owner" means only the Owner of the Owner's interest in this Agreement at the time in question. Immediately upon Transfer by Owner of such interest, the conveying party will be released from all obligations of "Owner" thereafter arising under this Agreement, and Provider will look solely to the new Owner for performance of such obligations.

#### Miscellaneous.

(a) Notices. Unless expressly stated otherwise, all notices, requests, demands, consents, approvals, reports, and other communications hereunder will be in writing and delivered by hand, reputable overnight courier or certified mail (return receipt requested), postage prepaid, or by confirmed legible facsimile, as follows: to Owner in care of the Property Manager, with a copy to Owner at the address set forth above; and to Provider at the address set forth above (or such other address as Owner or Provider will provide to the other by notice). Notice will be deemed given upon tender of delivery, if by hand; upon posting, if by overnight courier or certified letter; or the next business day if by confirmed facsimile, except that a change of address notice will be effective 5 business days after actual receipt. Any communication by e-mails is solely for the convenience of the parties, and will not constitute valid or effective notice for purposes of this Agreement.

- (b) Attornevs' Fees. In any dispute in connection with this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, court (or other venue of dispute resolution) costs, and expenses from the other party.
- (c) <u>Entire Agreement</u>. This Agreement contains the entire agreement of the parties regarding the Telecom Space. There are no representations, warranties, or promises between the parties not contained in this Agreement. No amendment or termination of this Agreement will be effective, in whole or in part, unless in writing and duly signed by the party against whom enforcement is sought.
- (d) Governing Law, Venue. THE CONSTRUCTION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT ARE GOVERNED BY THE APPLICABLE LAW OF THE STATE IN WHICH THE BUILDING IS LOCATED, AND VENUE FOR ALL LEGAL ACTIONS WILL BE IN THE COUNTY IN WHICH THE BUILDING IS LOCATED.
- (e) <u>Interpretation</u>. Any invalidated provision of this Agreement will be severed from, and will not impair the validity of, the remainder of this Agreement. Time is of the essence with respect to each covenant contained in this Agreement. No provision or breach of this Agreement will be deemed Waived, except by the consent of the party against whom the Waiver is claimed. Any Waiver of any right under, or breach of, this Agreement will not be deemed a Waiver of any other right or breach. Any demand for or acceptance of any partial payment or partial performance under this Agreement will not be a Waiver of either the underlying obligation or breach thereof, unless otherwise expressly agreed in writing. This Agreement will be binding on the successors, permitted assigns, heirs, executors, and administrators of the parties to this Agreement.
- (f) <u>Subordination and Estoppel</u>. This Agreement will be subordinate to all deeds of trust, mortgages, and ground leases now or hereafter encumbering the Building. Provider will, within 10 days after Owner's request, execute and deliver to Owner an estoppel letter as to such matters relating to this Agreement as are reasonably requested by Owner.
- (g) <u>Execution of Agreement</u>. This Agreement will become effective only after the full execution and delivery of this Agreement by all of the parties to this Agreement and, if required, upon the approval by the holder of any mortgage encumbering the Building.
- (h) <u>No Joint Venture</u>. This Agreement is merely a license to use the Telecom Space for the purposes and in the manner provided by this Agreement and does not create a leasehold estate. The relationship of parties created by the Agreement is that of licensor and licensee, and not a partnership, joint venture, or any other relationship.
- (i) <u>No Recording</u>. Provider will not record this Agreement or a memorandum of this Agreement.
- (j) No Third Party Beneficiaries. This Agreement and each of its provisions are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.

# EXHIBIT "A"

## DESCRIPTION OF ROOF AREA

[See Attachment]

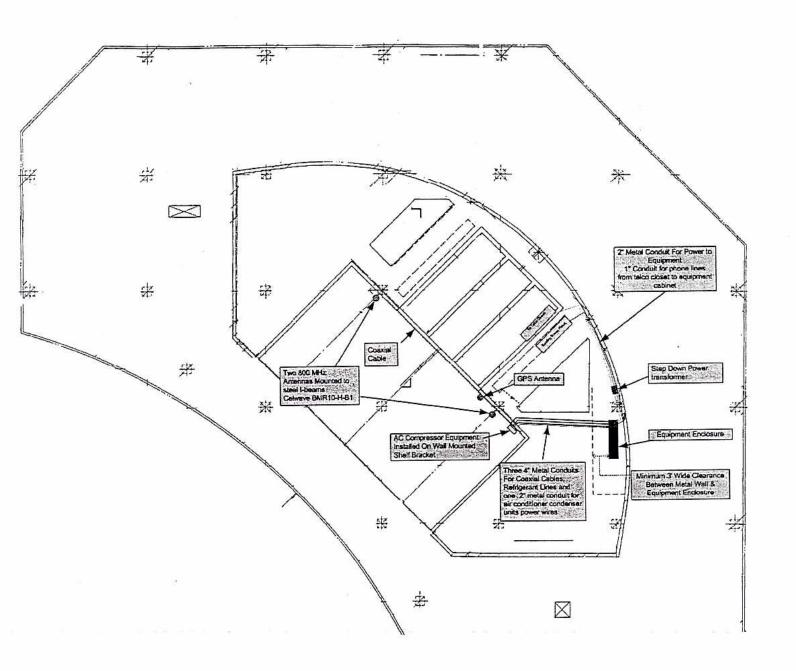


Exhibit A, page 1 of 1

# EXHIBIT "B" DESCRIPTION OF EQUIPMENT AREA

[See Attachment]

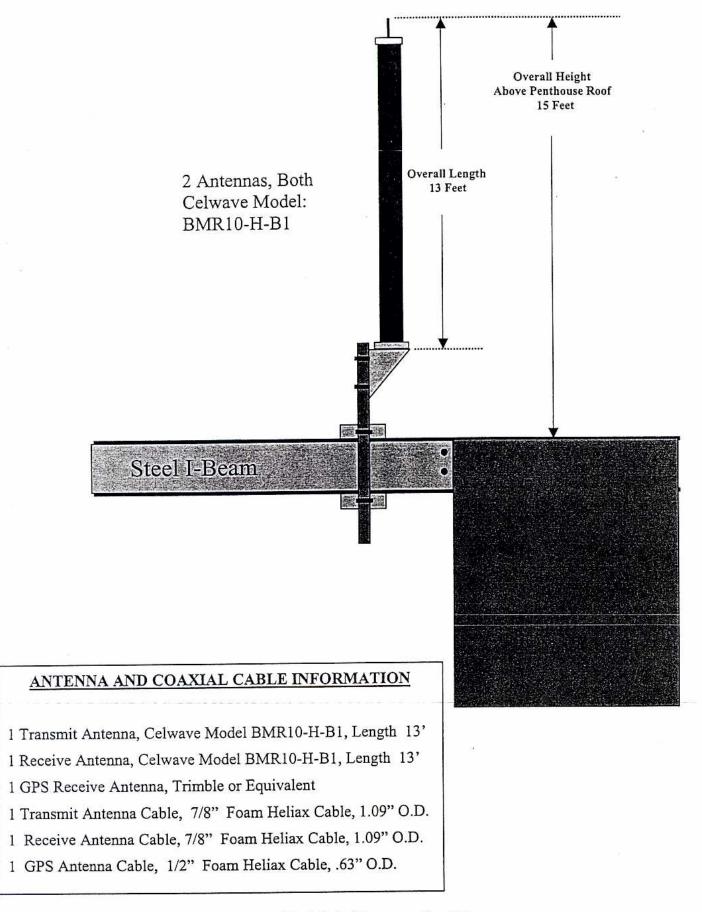
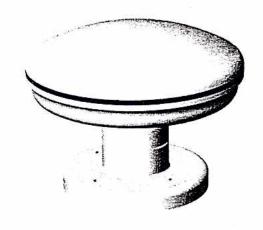


Exhibit B, page 1 of 5

GPS Antenna



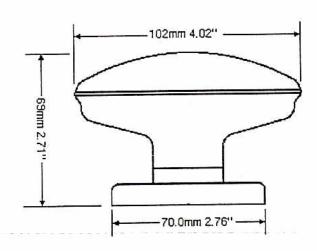
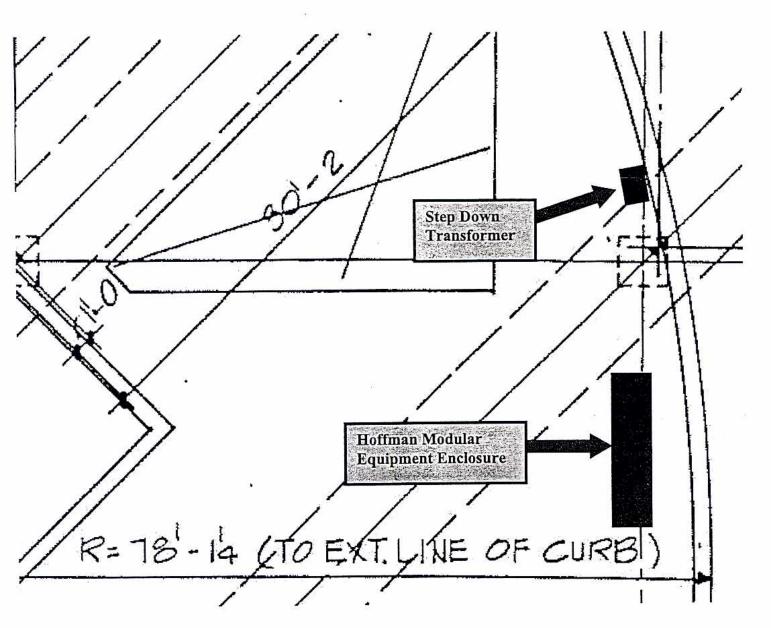
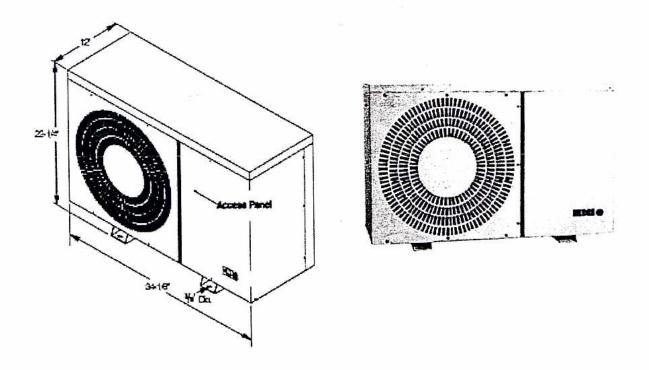


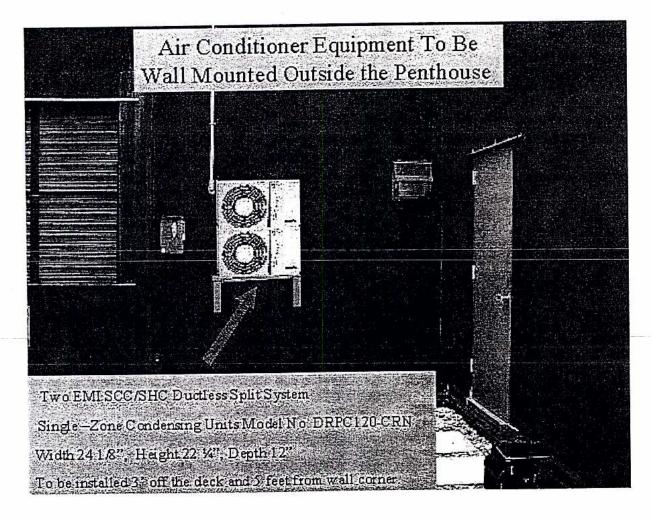
Exhibit B, page 2 of 5

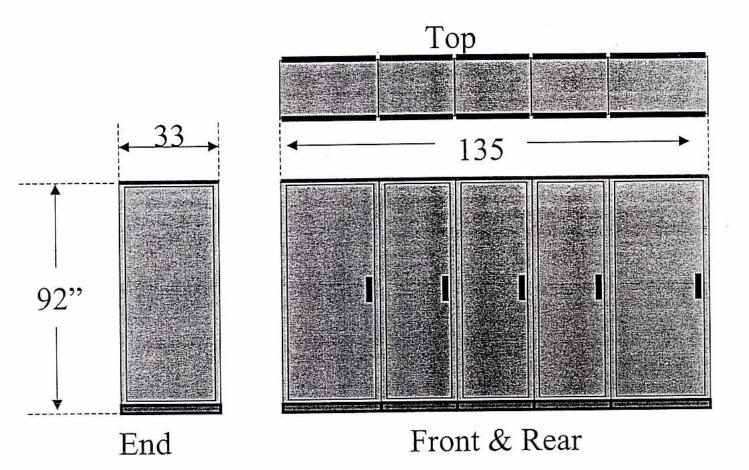


Hoffman Proline Modular Equipment Enclosure 92" High, 33" Wide, 135 "Long Will be installed in plenum area of penthouse at least 3' from plenum metal wall. Total weight of modular enclosure and electronics equipment 3373 lbs. Enclosure footprint will be 28.85 Square Feet., Floor load 117 lbs. Per Square Foot

480 Volt Step down transformer to be installed on floor along back wall of Penthouse. to supply 120/208 Volt AC power to equipment sub-panel. Approximate dimensions of transformer are 24" Wide, 30" Height, 20" Deep







Hoffman Proline Modular Enclosure System
Non-Vented Steel Datacom Enclosure
Total weight of enclosure with electronics will 3373 lbs.
Floor loading will be 117 lbs. Per square foot.

# EXHIBIT "C"

# DESCRIPTION OF VERTICAL AND HORIZONTAL CABLE PATHWAYS

(See Exhibit A for detail of cable pathways.)

## EXHIBIT "D"

## DESCRIPTION OF TELECOM EQUIPMENT

1. <u>Cable.</u> 0 optical fiber(s) or <u>2</u> copper/coax cable(s), if the cable or cables are no required to be encased in conduit. All cables installed by Provider in the aggregate will not exceed <u>4</u> inch(es in diameter. All other materials to be utilized by Provider for such distribution must be approved in writing by Owner.
2. <u>Conduit</u> . Cable will be encased in <u>2</u> EMT conduit(s) not to exceed <u>4</u> inch(es) in diameter each, which conduit(s) may be placed in the designated Building chase(s).
3. Antenna Mounts and Microwave Dishes. Provider will install no more than 2 antenna mount(s) in the Roof Space. Provider will install no more than 1 800 MHz whip antennas, with diameter(s) of no more than 4 inches on each antenna mount.
4. <u>Telecom Equipment Housing.</u> Any of the Telecom Equipment located in the Equipment Area must be housed in an enclosure constructed, or supplied and installed, by Provider. Provider will install no more than1
5. <u>Electrical Facilities</u> . Electrical Facilities to be installed are as follows: <u>Metal Conduit for power to supply equipment service panel.</u>
6. Other Equipment: AC Compressor equipment on wall mouthed shelf bracket

#### EXHIBIT "E"

#### TECHNICAL STANDARDS

- 1. <u>Communication Service Installation Standards</u>. All Cable and other installations made in connection with this Agreement will comply with the following:
  - CSI (Construction Standard Specifications)
  - NFPA 709 (National Electric Code)
  - EIA/TIA 569 (Commercial Building Standards for Telecommunication Pathways)
  - EIA/TIA 568 (Commercial Building Wiring Standard)
  - IEEE (International Electrical, Electronic, Engineers Standards)

If any conflict exists between the foregoing and any Applicable Law, the stricter will apply.

#### Construction, Cable.

- (a) All Cable that runs through air plenum ceilings and/or spaces must be plenum-rated.
- (b) No Cable may run through any air duct, fire damper, supply air duct, return air duct, or air transfer duct. No HVAC-related ducting may be used as a cable chase.
- (c) All Cable that runs above a false or hanging ceiling, or in any crawl space, must be permanently tied and hung so that it does not lay on the ceiling, ceiling grid, or ceiling tiles.
- (d) Provider will ensure that all components of the Telecom Equipment, including Cables, are identified with permanently marked, weather proof labels in each telephone closet through which Cables pass, each antenna bracket, at the transmission line building entry point, at the interior wall feed-through or any other transmission line exit point, and at any transmitter combiner, duplexer or multi-feed receive port, with Provider's name, type of line, circuit number, and floor where cable originates and terminates, and other information as may be reasonably required by Owner.
- (e) No Cable or Telecom Equipment may be installed in any existing chases, conduit, common areas, electrical rooms, storage rooms, utility rooms, mechanical rooms, equipment rooms, HVAC rooms, or telephone rooms, without the prior approval of Owner and, if applicable, any affected Tenant.
- (f) If any existing Cable or Telecom Equipment is being replaced, the old Cable or Telecom Equipment must be removed and disposed of by the Provider, unless otherwise agreed by Owner.
  - (g) All Cable must be installed by Owner's designated contractor.

#### 3. Electrical, Air-Conditioning and Heating.

- (a) No cooling, heating, or electrical power will be provided by Owner to any Telecom Equipment or any of Provider's contractors unless otherwise agreed in writing by Owner.
- (b) Unless Owner expressly agrees to the contrary in writing, any cooling, heating, or electrical power that Owner agrees to provide will be sub-metered or measured in a manner that allows Owner to generate accurate utility billings.

#### 4. Landscaped and Lawn Areas.

(a) All trenching and digging on any part of the property (including all common areas, landscaped areas, walkways, and lawn areas) must be pre-approved by Owner.

- (b) Before any trenching or digging occurs, all utilities (including natural gas, electric, water sprinkler lines, sprinkler control wiring, heating, ventilation, and air conditioning lines, cable television lines, and communications lines) must be located, clearly identified, and staked through the entire length and width of the dig/trench area. All providers of such utilities must be notified in advance of any trenching or digging.
- (c) All backfilling must use the same quality of dirt that was found in the dig area(s), to help ensure continuity of the adjoining surfaces.
- (d) All trenches and holes must be properly compacted by wetting, mechanically compacting, and tamping down the fill dirt, to prevent settling of the trench or dig areas. In the event of any subsequent settling of the trench or dig areas, Provider will correct any such settling at its sole expense and risk.
- 5. <u>Drilling, Hammering, Cutting, Etc.</u> All core drilling, saw cutting, drilling, hammer drilling, and jackhammering, and all modifications to any building system, wall, floor, or ceiling, must be approved by Owner before any such work is started.

#### 6. Fire Stop And Fireproofing.

- (a) The fire rating and fireproofing integrity of all walls, floors, ceilings, and doors must be maintained, in connection with all penetrations and Cable runs.
- (b) Any fire stop, fire barrier material, or fireproofing removed, damaged, or disrupted must be properly reinstalled and repaired on the same day of such removal, damage, or disturbance.
- (c) Any penetration through fire rated walls, floors, ceilings, or doors must be sealed and made fire rated to the same or greater fire rating on the same day the penetration is made.
- 7. Roof. Provider will not penetrate the Roof membrane. If any Roof penetrations are approved by Owner, Owner may require that Provider use a contractor specified by Owner.
- 8. <u>Hazardous Materials</u>. All Hazardous Materials used in connection with the installation of the Telecom Equipment, and all work that will be performed in proximity of, or might disturb, any Hazardous Materials present in the Building, will also be subject to the provisions of Paragraph 15 of the General Conditions.

#### EXHIBIT "F"

### PROVIDER'S INSURANCE REQUIREMENTS

#### SPECIFIC COVERAGE REQUIREMENTS

INSURANCE	COVERAGES	OTHER REQUIREMENTS
Worker's Compensation	Statutory Limits (if state has no statutory limit, \$1,000,000)	<ol> <li>Waiver of subrogation in favor of the Owner Parties.</li> <li>No "alternative" forms of coverage will be permitted.</li> </ol>
Employer's Liability	\$1,000,000 each accident for bodily injury by accident \$1,000,000 each employee for bodily injury by disease	Waiver of subrogation in favor of the Owner Parties.
Commercial General Liability (Occurrence Basis)	\$5,000,000 per occurrence \$10,000,000 annual aggregate	<ol> <li>ISO form CG 0001 0196, or equivalent.</li> <li>Owner Parties will be named as "additional insureds" on ISO Form CG 2026 1185, or equivalent.</li> <li>Separation of insured language will not be modified.</li> <li>Waiver of subrogation in favor of Owner Parties.</li> <li>Deletion of exclusions for liability assumed under contract.</li> <li>No modification that would make Provider's policy excess over or contributory with Owner's liability insurance.</li> </ol>
Commercial Business Automobile Liability	\$2,000,000 combined single limit	<ol> <li>Owner Parties will be named as "additional insureds."</li> <li>Waiver of subrogation in favor of Owner Parties.</li> </ol>
Business Income for License Fee (if License Fee is charged)	No less than 6 months of license fees.	<ol> <li>Waiver of subrogation in favor of Owner Parties.</li> <li>Owner will be named as loss payee as its interest may appear.</li> </ol>

#### GENERAL INSURANCE REQUIREMENTS:

#### 1. Policies. Policies must:

- (a) Be issued by carriers that (i) have Best's Ratings of A or better and Best's Financial Size Categories of VIII or better, or Standard & Poor Insurance Solvency Review A- or better, and (ii) are licensed to engage in the insurance business in the state in which the Building is located, unless such policies are issued by the Texas Municipal League Intergovernmental Risk Pool;
  - (b) Be primary, with the policies of all Owner Parties being excess, secondary, and noncontributing; and
- (c) Contain provision for 30 days' prior notice by the carrier to Owner of any cancellation, nonrenewal, or substantial modification.

#### 2. Limits, Deductibles, and Retentions

- (a) Any aggregate limit reduced below 75% of the limit required by this Agreement because of losses paid must be promptly reinstated by Provider; and
- (b) No deductible or self-insured retention in excess of \$10,000 will be allowed, without the prior approval of Owner.

#### 3. Forms

- (a) If the forms of policies, endorsements, certificates, or evidence of insurance required by this <u>Exhibit</u> are superseded or discontinued, Owner will have the right to require other equivalent or better forms; and
- (b) Any policy or endorsement form other than a form specified in this <u>Exhibit</u> must be approved in advance by Owner.

#### 4. Certificates. Evidence of insurance must

- (a) Be ACORD Form 25-S Certificate of Liability Insurance for liability insurance coverages (or a duly authorized Texas Municipal League Intergovernmental Risk Pool certificate or equivalent confirmation, if applicable);
- (b) Be delivered to Owner prior to commencing an Evaluation or the installation of the Telecom Equipment and, thereafter, at least 30 days prior to the expiration of any policies;
  - (c) Specify the additional insured status and waivers of subrogation;
  - (d) State the amounts of all deductibles and self-insured retentions;
  - (e) Set forth notice requirements for cancellation, material change, and non-renewal of insurance; and
  - (f) Be accompanied by copies of all required endorsements.
- 5. <u>Copies of Policies</u>. Upon Owner's request, Provider will deliver to Owner a certified copy of all insurance policies or endorsements required by this Agreement.

#### Council Agenda Item: #R8

#### **SUMMARY:**

Approval of an agreement with the Xelerate Group to provide marketing, events and sponsorship services to the Town.

#### FINANCIAL IMPACT:

#### Budgeted Amount:

The \$36,000 for the retainer and funds for specific media buys is provided in the Marketing budget. Any payments due as a result of the cash or trade sponsorships will be funded from the Special Events budget.

#### BACKGROUND:

Last year as part of the reorganization of the Visitor Services Department and the development of the Arts and Events District, it was determined it would be a better use of resources and manpower to outsource the sponsorship component of Special Events. In addition it also determined that staff needed assistance with programming and usage requirements as it related to the new Arts and Events District. As a result, staff contracted with Xelerate to provide these services. It has proved to be a very beneficial arrangement for the Town and as such, staff is recommending that the Town once again enter into contract with the Xelerate Group. The proposed agreement provides the following:

- > \$3,000 per month retainer for consulting and marketing services
- > 12% success fee for all cash sponsorships sold up to \$100,001 each per annum
- > 7.5% success fee on all cash sponsorships sold over \$100,001 each per annum
- > 7.5% success fee on all trade sponsorships sold including media
- > 7.5% fee on all media bought on behalf of the Town of Addison

#### RECOMMENDATION:

Staff recommends approval.

# 2003 Town of Addison Sponsorship Review

Presented by:



October 8, 2003

# **Beverage Partners Support:**

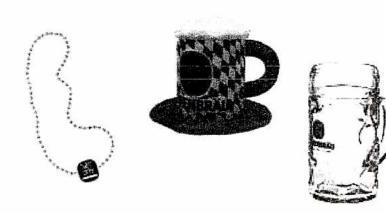
# **Pepsi**

- Radio 3 weeks of tagged media
- TV 2 weeks of tagged media
- On-Can Panel Promotion 12.5 million Diet Pepsi cans promoting Addison Oktoberfest
- \$15,000 up-front Sponsorship Fee



## Lowenbrau Beer

- In-store Neck-hanger (10,000) promotion supporting Addison Oktoberfest
- Souvenir items for event
- \$16,300 up-front Sponsorship Fee





# Radio Partners Support:

Clear Channel Radio

Taste Addison	\$ 68,500
Oktoberfest	\$ 114,733
Out of the Loop Festival	\$ 11,620
Shakespeare Festival	\$ 6,667
Big Daddy's Car Show	\$ 5,233
Susquehanna Radio	
Kaboom Town!	\$ 17,184

Clear Channel Stations:

**TOTAL VALUE** 













\$223,937

Susquehanna Stations:









# TV Partner Support:

WFAA Channel 8 PSA's

Taste Addison

Oktoberfest

**TOTAL VALUE** 

WFAA

\$ 10,000

\$ 10,000

\$ 20,000

## Print Media:

## The Dallas Morning News provided free advertising for:

Taste Addison

\$ 17,233

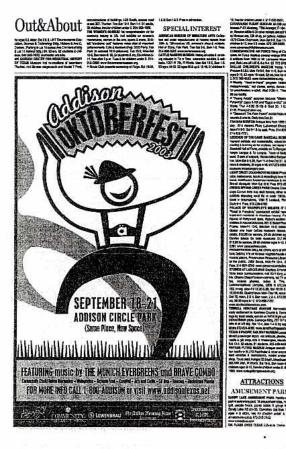
Oktoberfest

\$ 15,164

## **TOTAL VALUE**

\$ 32,397

\$32,397 translates to fourteen 30 columninch ads in *The Dallas Morning News*, *The Richardson Morning News* and *The Northwest Morning News*.



TASTE ADDISON MAY 17-18, 2003 MUSICA, ENTERTAINMENT BY: COLLECTIVE SOUL UNCLE KRACKER SPIN DOCTORS SISTER HAZEL MARCIA BALL 50+ RESTAURANTS \$5 admission ages 4 and up CHI DREN'S ENTERTAINMENT Addison Circle CARN VAL parking at Arapaho Road & Dallas Parkway WINE TASTING WINE SEMINAR 1-800-ADDISON FOR MORE INFORMATION, VISIT www.addisontexas.net

Somewhat CSD High Shoot is interested to one whose dystem the control of the cont

2003 Addison Event	November '02 - Projected	Fiscal Year '03 - Actual \$478,480	
	\$525,000		
Jazz Fest	\$12,500	\$6,000	
Big Daddy's Car Show	\$12,500	\$5,483	
Taste Addison	\$125,000	\$131,229	
Kaboom Town!	\$67,500	\$63,184	
Oktoberfest	\$125,000	\$254,297	
Shakespeare	\$10,000	\$6,667	
Spikefest	\$12,500	cancelled	
Out of the Loop	n/a	\$11,620	
District/Annual	\$160,000		

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# YEAR TO DATE SPONSORSHIP SUMMARY October 8, 2003

		ctober 8, 2003		
TOTALS	2003 Cash Sponsorship To Date \$191,300	2003 In-Kind Trade Value \$287,180	2003 Total	2002 Cash Sponsorship
OUT OF THE LOOP			\$478,480	\$129,000
Clear Channel	\$0	\$11,620	\$11,620	\$0
JAZZ FESTIVAL	emontes en la companya de la companya del companya del companya de la companya de	\$11,620	\$11,620	
The state of the s	\$2,000	\$4,000	\$6,000	\$0
Chamberlains Main Event		\$2,500	\$2,500	
HP Mobility Tour	\$2,000	\$1,500	\$1,500	
CARLES AND CONTRACTOR OF THE PROPERTY OF THE P		ATTENDATED TO THE PARTY OF THE	\$2,000	
Pepsi	\$77,500	\$53,729	\$131,229	\$60,250
Andrews Distributing	\$5,000	\$2,500	\$7,500	
Robert Mondavi	\$7,000 \$5,000		\$7,000	
Post Properties	\$5,000		\$5,000	
DART	\$2,500		\$2,500	
Washington Mutual	\$15,500		\$15,500	
Hershey's	\$17,500		\$17,500	-
Hewlett Packard	\$5,000		\$5,000	
Compass Bank	\$1,250		\$1,250	
Bent Tree Park Apts	\$2,000		\$2,000	
Verizon	\$2,500		\$2,500	
Green Mountain Energy	\$2,250		\$2,250	
Neighborhood Credit Union	\$2,500		\$2,500	
Jefferson Mortgage/Century 21 T-Mobile/Wireless Retail	\$2,500 \$2,000		\$2,500	
Cellular & More (Dish)	\$2,000		\$2,000	
Reliant Energy	\$3,000		\$2,000	
Dallas Morning News	30,000	\$17,233	\$3,000	
WFAA		\$10,000	\$17,233 \$10,000	
Clear Channel Radio		\$19,208	\$19,208	
Springhill Suites		\$3,124	\$3,124	
Courtyard By Marriott		\$1,664	\$1,664	
BIG DADDY'S COOL CAR SHOW	\$250	\$5,233	\$5,483	\$0
Clear Channel		\$5,233	\$5,233	7
Compass Bank	\$250		\$250	
SHAKESPEARE	State of the state	\$6,667	\$6,667	\$0
Clear Channel		\$6,667	\$6,667	
KABOOM TOWN	\$46,000	\$17,184	\$63,184	\$19,750
Coors	\$10,000		\$10,000	
Pepsi Green Mountain France	\$5,000		\$5,000	
Green Mountain Energy	\$1,500		\$1,500	
Reliant Energy Starbucks Chill Patrol	\$2,000		\$2,000	
Texas Electric Choice	\$2,000 \$2,000		\$2,000	
Wolf 99.5	\$2,000	\$17,184	\$2,000	
Geeks on Call	\$6,000	\$17,184	\$17,184 \$6,000	
Verizon	\$15,000		\$15,000	
NTTA	\$2,500		\$2,500	
OKTOBERFEST		\$188,747	\$254,297	\$49,000
Community Credit Union	\$30,000	The state of the s	\$30,000	Ψ+3,000
Pepsi	\$5,000	\$38,850	\$43,850	
Reliant Energy	\$2,500		\$2,500	
Dallas Morning News		\$15,164	\$15,164	
WFAA		\$10,000	\$10,000	
Green Mountain	\$2,250		\$2,250	
Brinks Lowenbrau	\$2,500		\$2,500	
Lufthansa	\$16,300		\$16,300	
Clear Channel Radio Stations		\$6,000	\$6,000	
KZPS		¢20 000	400.000	
KEGL		\$38,000 \$24,667	\$38,000	
KDMX	<u> </u>	\$24,667	\$24,667 \$21,167	
KISS (KHKS)		\$14,333	\$21,167 \$14,333	
KDGE		\$14,900	\$14,900	
Radio Web Presence		\$1,667	\$1,667	
		\$4,000	\$4,000	
Intercontinental Dallas		Ψ4,000		
T-Mobile	\$3,500	Ψ4,000	\$3,500	
	\$3,500 \$1,000 \$2,500	<b>\$4,000</b>		

NOTE: All Media values have been netted down to 1/3 of the proposed valuation. Taste Addison radio value is netted versus '02.

# Town of Addison Proposal for Marketing, Events, and Sponsorship Services

Presented by: Xelerate Group



October 2, 2003

Xelerate Group is a marketing, events, and sponsorship consulting and sales firm that specializes in making corporate and civic businesses and events more successful. Whether it be marketing, sales, development, public relations, sponsorship, event management, event production, food and beverage, or entertainment Xelerate Group provides cost effective success based solutions to your business, your city, or your event.

With over 25 years experience in the hospitality, food service, attractions, casino gaming, and entertainment industries Xelerate Group offers a multi-faceted approach to solving problems, identifying opportunities to expand, and developing strategic plans for the future for your organization. Dallas, Texas based Xelerate was formed in 2002, however, Xelerate has many years experience in the Dallas and Addison markets.

#### Eric Terry - President

Experienced in sales, marketing, governmental affairs, and operations in the hospitality, casino gaming, attractions, food service, and entertainment industries for both public and private corporations. His experience with Anheuser Busch Entertainment, Marriott Hotels and Resorts, Bristol Hotels, Pratt Hotel Corporation, Hollywood Casino Corporation, and Malibu Entertainment Worldwide and his extensive work in partnership marketing including work with NASCAR Winston Cup driver Mark Martin and many auto racing and non-racing partners, brings a broad background of experience to clients of Xelerate.

#### Tibbets Media- Associate

Tibbets Media was established in 1983, to provide sophisticated and effective media planning and buying services to advertising agencies and direct clients. Media expertise includes spot radio, spot television, spot and network cable, newspaper, magazine, outdoor and transit. Tibbets client roster includes- Ewing Automotive Group, Presbyterian Healthcare Systems, Scarborough Faire/Screams Halloween Park, El Fenix, Post Properties, Mrs. Bairds, and The Dallas Mavericks.

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#### Town of Addison Proposed Services

Xelerate Group will provide to the Town of Addison, Texas and to the Town's reasonable satisfaction, the following services to commence on October 1, 2003 through September 30, 2004:

- 1. Assist Town of Addison (TOA) in marketing and advertising consulting, with particular emphasis on events, Arts and Entertainment District, and Visitor Services.
- 2. Assist TOA in evaluation and management of various third party advertising, media, and public relations agencies.
- 3. Work with staff to develop an events sponsorship plan along with marketing materials for implementation.
- 4. Develop events and Arts district sponsorship packages to obtain long-term sponsors for the district and events.
- 5. Continue to assist staff with the Arts and Entertainment District programming, evaluation criteria, usage requirements, logistics, and fee schedules.
- 6. Handle marketing and sales for Events and District Sponsorships and partnerships including sponsor wrap-ups and solicitation.
- 7. Assist Staff in the development of Visitor Services Strategic Plan and direction.
- 8. Provide general marketing, advertising, and development consulting as needed.
- 10. Plan and buy media for TOA Events, Visitor Services, and Hotel/Restaurant advertising specifically and other media as requested.

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#### Fees

Xelerate Group is built upon a success-based formula. Our ability to achieve success for The Town of Addison is primarily how we would be compensated. We therefore propose the following:

- \$3,000 per month retainer for Consulting and Marketing Services
- 12% success fee on all cash sponsorships secured by Xelerate Group sold up to \$100,001 each per annum
- 7.5% success fee on all cash sponsorships secured by Xelerate Group sold over \$100,001 each per annum
- 7.5% success fee on all trade sponsorships secured by Xelerate Group sold including media
- 7.5% fee on all media bought on behalf of TOA

No payment shall be due and owing to Xelerate Group unless and until The Town has actually received a cash or trade sponsorship except as required under the termination payment.

All pre-approved third party expenses incurred on behalf of the Town of Addison, with the exception of media, would be billed at net with no mark-up. Multiple year sponsorships would be paid as revenue or goods and services are actually received by the Town.

Trade or in-kind sponsorships are defined as media or other goods and services normally utilized by The Town in the conduct of its events and business. Media trades will be discounted to the fair market value of media traded.

In the event of expiration of this Agreement without renewal, the Town would agree to pay Xelerate Group 50% of the net present value of the applicable commission (which commission would otherwise be due to Xelerate if this Agreement had been renewed) on the revenues or trade values of multi-year sponsorship contracts (the "Termination Payment") if such multi-year contracts were secured by the work of Xelerate Group prior to the expiration of this Agreement.

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#### **Termination**

- (a) Without cause. Either party may terminate this Agreement at any time and for any reason by giving to the other party at least 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination, all finished or unfinished data, studies, reports and other materials and items (whether kept electronically, in writing, or otherwise) prepared by Xelerate Group shall be and become the property of the Town and Xelerate Group shall promptly deliver such items to the Town. If the Town exercises this right to terminate this Agreement without cause, the Town agrees to pay to Xelerate Group the Termination Payment. If the Xelerate Group exercises this right to terminate this Agreement without cause, no Termination Payment shall be due or owing.
- With cause. If Xelerate Group (i) fails to perform Xelerate Group's duties to the reasonable (b) satisfaction of the Town, or (ii) if Xelerate Group fails to fulfill in a timely and professional manner Xelerate Group's obligations under this Agreement, or (iii) if Xelerate Group shall violate any of the terms of provisions of this Agreement (the said (i), (ii) and (iii) being referred to together in this paragraph as a "Failure"), or (iv) if Xelerate Group, Xelerate Group's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the Town, then Town shall have the right to terminate this Agreement effective immediately upon the Town giving written notice thereof to Xelerate Group; provided, however, that with respect to a Failure: (x) such right of termination shall not be exercised by the Town unless and until a Failure remains uncured by Xelerate Group for a period of 5 consecutive days after notice thereof (which notice shall specifically identify the Failure) from the Town is received by Xelerate Group, but (y) if the Failure cannot with diligence be cured within said 5 day period, if within such 5 day period Xelerate Group provides the Town written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such Failure, and thereafter prosecutes the curing of such Failure with diligence and continuity, the time within which such Failure may be cured shall be extended for such period as may be necessary to complete the curing of such Failure with diligence and continuity, not to exceed 15 days following the receipt of the said notice. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination, all finished or unfinished data, studies, reports and other items (whether kept electronically, in writing, or otherwise) prepared by Xelerate Group shall be and become the property of the Town and Xelerate Group shall promptly deliver such items to the Town. Xelerate Group shall be paid for all work satisfactorily completed prior to the effective date of such termination. In event of termination by the Town under this paragraph, no Termination Payment shall be due or owing.

Statement. Xelerate Group shall submit to the Town, on or before the 10<sup>th</sup> day of each month, a detailed statement in writing of the services provided and work performed by Xelerate Group during the immediately preceding month (the first such statement being due on or before October 10, 2003, and the last such statement due on or before October, 2004). In addition, each such statement shall include such additional documents, materials or information as the Town may request in connection with the statement and/or the compensation paid to Xelerate Group.

Entire Agreement and Modification. This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. Xelerate Group shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Xelerate Group specifically acknowledges that in

entering into and executing this Agreement, it relies solely upon the provisions contained in this Agreement and no others.

Assignment. Inasmuch as this Agreement is intended to secure the specialized services of Xelerate Group, Xelerate Group has no authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of Town, and any such assignment, transfer, delegation, subcontract or other conveyance without the Town's prior written consent shall be considered null and void.

Applicable Law; Venue. In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

Enforceability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Independent Contractor. Xelerate Group shall, during the entire term of the Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow the Town to exercise discretion or control over the professional manner in which Xelerate Group performs the services which are the subject matter of the Agreement; provided always however that the services to be provided by Xelerate Group shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Indemnity. Xelerate Group shall defend and indemnify the Town, its officials, officers, employees and agents (together, for purposes of this section, the "Indemnified Parties") against, and hold the Indemnified Parties harmless from, any and all liability, actions, causes of action, lawsuits, judgments, claims, damages, penalties, fines, costs or fees, including attorney's fees and costs of defense, for personal injury, property damage or destruction (including without limitation loss of use of property not otherwise physically injured), breach of contract, or other harm for which recovery of damages or any other form of relief (whether at law or in equity) is sought (and including, without limitation, any claim relating to copyright or any other intellectual property right), resulting from or arising out of, in whole or in part, any act or omission of Xelerate Group, its officers, employees and agents under this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

#### Records

- (a) Xelerate Group shall keep complete and accurate records for the services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to Town upon request.
- (b) Xelerate Group shall assure the confidentiality of any records that are required by law to be so maintained.
- (c) Xelerate Group shall prepare and forward such additional or supplementary records as Town may reasonably request.

<u>Notices</u>. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent first class mail to the Town at:

Mr. Ron Whitehead Town Manager Town of Addison P.O. Box 9010 Addison, TX 75001-9010

and to Xelerate Group:

Eric D. Terry President 4560 Belt Line Road, Suite 424 Addison, Texas 75001

Findings Confidential. No reports, information, documents, or other materials given to or prepared by Xelerate Group under this Agreement which Town requests in writing to be kept confidential, shall be made available to any individual or organization by Xelerate Group without the prior written approval of Town. However, Xelerate Group shall be free to disclose such data as is publicly available.

Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

Ownership of Reports. The reports, documents and materials prepared by Xelerate Group under this Agreement shall be the sole property of the Town upon payment by the Town to Xelerate Group for the fees earned under this Agreement in connection with the preparation and delivery of such reports, documents and materials.

Agreement Controlling. The Proposal is incorporated into this Agreement, except to the extent any such terms or provisions are in conflict with any term or provision of this Agreement, in which event the express terms and provisions of this Agreement shall control.

Respectfully submitted,	
Eric D. Terry	Date
President	
Xelerate Group	
Accepted and agreed to:	
	Date